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Numerous complaints having been made by gentlemen who have either had great difficulty in procuring the SOLICITORS' JOURNAL, *or to whom it has been supplied very irregularly, we beg to inform our readers and the Profession, that it is published at 7 o'clock on Saturday morning, and may usually be procured by the News Agents at that hour. Our own provincial Subscribers are supplied by the morning mails, and the town delivery is completed in the course of the morning. It is particularly requested, therefore, that complaints referring to irregularities of this kind may be forwarded to the Publisher, and, in case they should continue, he will be happy to forward the Journal direct from the Office.*

THE SOLICITORS' JOURNAL.

LONDON, JULY 3, 1858.

BANKRUPTCY REFORM.

The Birmingham meeting of last year has not been without its fruits. It will be remembered that of all the subjects which were discussed in the section devoted to legal science, the bankruptcy and insolvency laws received the largest share of attention. On the motion of Lord John Russell, who presided, a committee on bankruptcy and insolvency was appointed. These gentlemen have since been engaged in the preparation of a Bill to amend and consolidate the whole of the laws upon these subjects, which has now been introduced into the House of Commons by Lord John Russell. There is, of course, no idea of attempting to carry the measure during the short remainder of the present session. Independently of the fact that Sir Fitzroy Kelly has a Bill of his own in preparation, or at least in prospect, the period of the year, the state of the public business, and, still more, the state of the Thames, would effectually bar any attempt at immediate legislation. But much will be gained by placing distinctly upon record the views of the legal and commercial classes of the community, which are substantially embodied in the present Bill. A Bill of 461 clauses, repealing, amending, and consolidating twenty statutes, including the last not very happy Consolidation Act of 1849, is not to be settled and passed in a hurry, and much discussion and probably many alterations in detail will be needed before it can be expected to attain a perfect shape. We shall not attempt at this moment to enter into any minute criticism, but shall confine ourselves to presenting a brief account of the general scope of the alterations intended to be introduced into the bankruptcy and insolvency procedure. At a future time we hope to give to this comprehensive measure the full consideration which the industry and skill of the sub-committee to whom the task was delegated and of the draftsmen who prepared the Bill deserve; but for the present, we must confine ourselves to the broad outlines of the proposed reform.

In the first place, the Bill does away with the distinction between traders and non-traders, and merges insolvency in the jurisdiction of the Court of Bankruptcy. Public opinion has been continually tending in this direction, and it is difficult to find any valid reason for applying different principles to trading and non-trading insolvents. The notion on which the distinction was originally founded was, that the insolvency of a non-trader was of necessity more or less culpable, while that of a trader might be one of the natural accidents of his calling, for which he would be no more responsible than a captain would be for letting his ship founder in a hurricane, which no human power could escape. But there is very little truth in this view, and certainly not enough to justify a code which leaves the insolvent's debts in theory hanging about him for ever, while it starts the bankrupt trader on a new basis free from all his antecedent liabilities. Everything which complicates the law is a source of uncertainty and expense, and bankruptcy proceedings are costly enough without incumbering them with nice questions, as to what does or does not amount to trading under the Act. The principle of the Insolvency Acts, moreover, did not work effectually in practice. After a debtor was once whitewashed, it seldom happened that his creditors got anything out of his future earnings by force of the judgment which he was required to give. The maximum of harm was done to the insolvent himself, with the minimum of advantage to his creditors; and we think that the committee exercised a sound discretion in making the fusion of bankruptcy and insolvency the leading feature of their Bill. Two practical objections to this course deserved, and we believe received, consideration, but were not thought to be sufficient to outweigh the advantage of establishing one simple and uniform procedure. One of these objections was urged in the interest of insolvency creditors who anticipate some increase of expense from the transfer of the jurisdiction to the Bankruptcy Court. The other objection was, that a Court which was habitually dirtying its hands with cases of disreputable insolvency would be apt to deal harshly and unsatisfactorily with the occasional failures of large and respectable concerns. The answer to the last apprehension is obvious. Even now the majority of the cases in the Bankruptcy Court belong to a class quite as bad, in every way, as the worst instances of non-trading extravagance. As to the dread of increased expense in insolvency, this may be met, and is to some extent met, by improved machinery and greater localization of the Bankruptcy Courts. In this part of the scheme, we think that more may, perhaps, be done to obviate needless expense than the Bill, as it stands, is likely to effect; and it is impossible to doubt that the question of costs is, after all, the most important part of the subject. At present, bankrupt estates are eaten up by salaries and commissions; and this, more than any other defect of the present machinery, has produced the almost universal cry for reform. The Bill meets this demand by abolishing the offices of messenger and broker, and transferring the duties of the Accountant-General to the Chief Registrar of the Court, and proposes also to effect a great diminution of fees by the simple process of throwing the payment of commissioners and other officers on the Consolidated Fund. The official assignee is still retained, but he is to be paid by a salary, without any commission for his duties in that capacity. His official functions are, moreover, limited to the time intervening between the adjudication and the appointment of a creditors' assignee; but the official assignee is made competent to accept the office of creditors' assignee if elected. Throughout the proceedings there is never to be more than one assignee, and the whole responsibility is to be thrown upon him. It is proposed to leave the remuneration of this elected assignee to be fixed by the creditors themselves, a provision which seems to us rather questionable. Three unpaid inspectors, or auditors, are also to be appointed to watch over the proceedings of the assignee and audit his accounts. Such an arrangement may not do much harm, unless it is too much relied on; but the whole experience of late years seems to prove the utter ineffi-

ciency of any auditing system that is not continuous; and continuous work by the unpaid inspectors of a paid assignee may not always be readily obtained.

In many of the points which we have noticed the Bill has drawn largely from the Scotch procedure, which has the reputation of being a cheaper mode of administering a bankrupt estate than that provided by our own statutes.

With respect to the operation of the Bill on the bankrupt himself, the present system of classified certificates is very properly rejected, and in the original draft of the Bill a provision was introduced, by which the certificate of the Court was to give protection only to the person, while the consent of the creditors was to be endorsed before it was to have the effect of a discharge of debts. The committee, acting on the sensible advice of their draftsmen, have since expunged this provision, which was nothing less than a repudiation of the first essential principle of bankruptcy law, viz. that a debtor, after giving up all he has in the world, shall, as a general rule, be freed from all his liabilities. The present system of suspending or withholding certificates is, to some extent, a violation of this principle; but that power is now given to the Court as a penal provision to punish the bankrupt's past course, and not as a means of gratifying the vindictiveness of creditors, or adding to the amounts which they may ultimately recover. Even to this extent we object to the infringement of the general rule, and we should much prefer a regular term of imprisonment or other punishment to a penalty, the actual infliction of which depends on the forbearance or severity of the offender's creditors. The Bill, however, retains the principle of refusing and suspending certificates as part of its penal machinery; but this is a point as to which an amendment might be judiciously introduced at some future time. As a foundation for future legislation, the labours of the committee will be most serviceable, and the leading provisions of their measure will, we trust, pass through the ordeal of Parliament without material alteration. But another session must come before this result can be looked for, and, in the meantime, those who are anxious to contribute to the success of this important reform will have abundant time to offer suggestions for the improvement of the Bill.

PROBATE AND DIVORCE LEGISLATION.

The Bills for the amendment of the two Acts of last session have passed the House of Lords, and they may, we suppose, be reckoned among those measures of pressing necessity which alone are likely to command the support of ministers, and the attention of Parliament, during the present month. It is by no means improbable that more than a single Act may be required to amend, enlarge, or qualify each of the existing statutes. Further experience will probably detect many latent imperfections and difficulties, in a system which has hitherto undergone less than a six months' trial. But if we are to have, as is probably inevitable, a gradual accumulation of enactments upon the basis of the two statutes of last year, it is not too much to ask that all amendments and additions may be framed with the utmost care, so that Parliament may not be subjected to the reproach of having created another mass of confusion and absurdity, as discreditable as that which has grown out of its attempts to legislate for joint-stock companies. This is a matter upon which we should think that the Judge Ordinary might offer representations to which the Government would do well to listen. Certainly Sir C. Cresswell ought not to look on quietly, while draftsmen and movers of amendments may be manufacturing for the exercise of his judicial skill a web of complication, equal in texture to the Winding-up Acts, in which the judges of the Court of Chancery have been so long hopelessly entangled.

The first important section of the Probate Act Amendment Bill is the second, which gives power to the judge of the court to sit at chambers. We observe that since the Bill was brought in by Lord Cranworth, a proviso has been added, that no question shall be heard in chambers which either party shall require to be heard in open court. The fifth section recites that the duties of the principal registry cannot be efficiently discharged by three registrars, and authorises the appointment of a fourth. The ninth section is intended to be substituted for the fifty-fourth section of the principal Act, giving contentious jurisdiction to the county courts. This latter section is repealed, but the substituted clause differs very slightly from it. The fifty-ninth section of the principal Act provides that it shall not be obligatory to apply for probate or administration to any district registry or county court, but application may be made to the principal registry. The eleventh section of the Amendment Bill appears to mean that, in the case of revocation of a grant, as well as in the case of a grant, it shall not be obligatory to apply to the county court; but we are by no means certain that the section does mean this, and we would humbly suggest that a few more words, and a little more thought, might be advantageously expended in giving clearness and precision to the enactment. The eighteenth section of the Bill, as originally drawn, provided that the estate of an intestate should be vested, until administration, in the Crown. It was proposed in the House of Lords to substitute the Judge Ordinary for the Crown, and the numbers upon a division being equal, the clause was altered accordingly. The twenty-fourth section restrains district registrars from practising professionally in reference to business coming before them in their official character. We believe that this clause, which is identical in the first and in the latest edition of the Bill, is not so worded as to meet all cases which ought to be embraced by it, and it deserves to be carefully considered, while yet there is time to alter it. The thirty-second and thirty-third sections of the Bill, as introduced into the House of Lords, made provision for the swearing of affidavits and taking of declarations in Scotland, Ireland, the Colonies, and foreign parts. Considering that abundant precedents are to be found in former Acts, we should have thought that the framing of a couple of clauses with this object was one of the simplest tasks that could possibly be proposed to the youngest pupil in the chambers of a conveyancer. But the draftsman employed upon the Bill found this undertaking beyond his powers, at least, upon a first attempt. The ultimate result, as shown in the amended Bill, is perfectly intelligible and correct. Whether it was attained by the prolonged meditation of the author, or whether we owe it to a combined exercise of the skill of three or four ex-Chancellors, cannot now be known. But if any body needs to be convinced that there is something radically wrong in our method of constructing Acts of Parliament, let him procure the first edition of this Bill, and he will see by no means a solitary example of the careless slovenly language which is thought good enough for the purpose of legislation. When this Bill appeared, we read and read again the thirty-second section, in a vain attempt to convince ourselves that the blunders we discovered in it were of our own invention. Now we find that the clause has been re-drawn, and thus, after much useless trouble to the House, as well as to those who observe the progress of its legislation, these simple provisions have been expressed in plain and reasonable terms. The only other section of the Bill which demands notice is the twenty-fourth of the last edition, enacting that the judge of the court shall exercise over proctors, solicitors, and attorneys, the same authority and control as is now exercised by the judges of the courts of law and equity. This clause has been introduced by amendment into the Bill.

Several questions have arisen upon the twenty-first section of the Divorce Act, for which it appeared necessary to provide by further legislation. The sixth and three following sections of the Amendment Bill have

been framed to meet these difficulties. The City of London being neither "within the metropolitan district" nor "in the country," it was doubted whether the Judge Ordinary had power to make an order for protection of the property of a wife resident in that City. It is now proposed to enact that every wife, wheresoever resident in England, may apply to the judge for an order. By the seventh section, the provisions respecting the property of a wife who has obtained a judicial separation, or an order for protection, are to extend to property to which such wife shall become entitled as executrix, administratrix, or trustee. This clause is designed to remove the doubt which arose in the case of *Bathe* v. *The Bank of England*, and which drew forth an elaborate judgment of Vice-Chancellor Wood so recently as the 4th ult. It is next provided that decrees for separation, and protection orders, if reversed, shall nevertheless be valid as to acts done between the making and reversal; and property in remainder, or reversion, is to be included in the protection given by the decree or order. Every order is to state the time of the commencement of the desertion. Bills of costs of proctors and solicitors, for business done in the Divorce Court, are to be taxable by the registrars of the Court of Probate. In cases of nullity of marriage there is to be the same right of appeal as on petition for dissolution of marriage. We may remark, in passing, that the fifteenth section, which declares this right, is ungrammatical. The Judge Ordinary may grant a rule nisi for a new trial, but no such rule may be made absolute, except by the full Court. So much of the principal Act as authorises application for restitution of conjugal rights, or for judicial separation, to a judge of assize, is to be repealed.

It will be remembered, that one subject of the prolonged debates of last session was, the extent of the jurisdiction of the Court. An attempt will now be made to confer a larger jurisdiction, or, at least, to declare more explicitly how far the power of the Court extends. Under the fifth section of the Bill, any person, wheresoever resident or domiciled, who before the passing of the principal Act might have obtained from any ecclesiastical court in England or Ireland, or in India, or in any of the Colonies, a divorce *à mensâ et thoro*, may apply for a dissolution of marriage. This clause will certainly not be allowed to pass without considerable discussion; and it is, probably, with special reference to it that Mr. Gladstone has desired ample opportunity for considering the Bill.

We have thus, as we believe, touched upon all the principal features of these two Bills, so that an opinion may easily be formed whether they satisfy the demand which certainly exists for further legislation, to complete the two great measures of last year. The exclusion of barristers from practice in non-contentious cases is left unredressed by the Probate Amendment Bill, but this point will probably not be lost sight of by the numerous practising lawyers who have seats in the House of Commons. Mr. Warren, we observe, has brought in a Bill to enable barristers and solicitors to practise in the Court of Admiralty. It was certainly understood, when the Probate Act was under discussion, that this privilege would be conceded, and, indeed, an expectation existed that such a clause would be embodied in that Act. But the clause is not there, and perhaps could not properly have been put there. It is, however, a plain duty of the present session to pass Mr. Warren's Bill, in redemption of last year's promise.

Legal News.

COURT OF QUEEN'S BENCH.

(Sittings at Guildhall before Mr. Justice HILL and a Common Jury).

Wigfield v. *Mootjen.*—*June* 30.

Mr. *Overend* and Mr. *Watkyn Williams* were counsel for the plaintiff; and Mr. Serj. *Shee* and Mr. *Keene* for the defendant.

This was an action to recover a sum of money.

Mr. Pemberton, a solicitor in London, was indebted to the plaintiff in £600. The defendant was articled clerk to Pemberton, and he agreed that if the plaintiff would give Pemberton time he would be answerable for, and ultimately he paid, £200. Other sums were afterwards paid, and Pemberton was much pressed for payment of the balance; and at length Brown, the attorney for the plaintiff, said, that if a satisfactory answer was not returned he should put in an execution on the following day. The defendant then wrote to Brown, stating that if he would wait for three weeks he would be paid. It was considered by the plaintiff that this was a personal promise on the part of the defendant to pay.

The defence was, that the defendant acted as agent, asking for time on the part of Pemberton.

The jury returned a verdict for the plaintiff for £100.

COUNTY COURT, OTLEY.

(Before J. J. LONSDALE, Esq., Judge.)

Watkinson v. *Walker and Godwin.*—*June* 21.

Plaintiff resides at Yeadon, and is a farmer; and the defendants, who were surveyors of the highways of the township of Rawden for the past year, were sued by him to recover £15, the value of a cow, which had one of its legs broken by stepping into a drain on the highway, in Apperley-lane, on the 3rd of March last. Mr. *E. Barrett*, solicitor, Otley, appeared for the plaintiff; and Mr. *Dawson*, solicitor, Bradford, for the defendants. On the day in question the plaintiff was driving the animal down Apperley-lane, and in consequence of the frost, accompanied by a heavy fall of snow, which rendered the highway almost impassable, he followed the side of the road along a channel. After proceeding for some distance the cow slipped, and got one of her hind feet into a drain, open at the mouth, but covered at the top. Assistance was obtained, and the beast rescued, but it was found that her leg was broken. In consequence of the injuries the cow had to be slaughtered, and very little of the carcase was found to be fit for human food. Application was subsequently made to the defendants for compensation, which not being complied with, the present action was brought. On the part of the plaintiff, it was urged, that, as the defendants had neglected to place a grate at, or otherwise to secure, the mouth of the drain, they were liable for the damages sustained by the plaintiff. At the close of the plaintiff's case, on the previous court day, Mr. *Dawson* submitted, that with respect to the defendant Walker, who was a mere collector of the rates, and not a surveyor within the meaning of the Highway Act, the suit must be dismissed; and his Honour concurring, Mr. Walker's name was accordingly struck out of the summons. Mr. *Dawson*, on the present occasion, further objected, that with reference to Mr. Godwin, the other defendant, the plaintiff must be nonsuited, on the ground that as there were at the time of the accident *two* persons appointed for the township who exercised the office of surveyor of highways, the other surveyor ought to have been joined with Mr. Godwin as a defendant in the present suit, as in case of an adverse verdict there could be no contribution between the wrong-doers. Mr. *Dawson* also contended, that the present action could not be maintained, as the plaintiff had himself facilitated the accident by driving his cow in the channel, when he must have known of the existence of the drain, and afterwards cited several cases in support of this proposition. Two models of the drain were produced in court, and several witnesses were examined on each side, but their evidence was very conflicting as regarded the state, at the time of the accident, of a flag at the bottom of the drain. It was also shown for the defendant that it was very imprudent, in consequence of the slippery state of the road, to attempt to drive the cow along the highway. Shortly after the opening of the defendant's case it was agreed that the jury should be discharged, and that the question be left with his Honour for decision. The judge reserved for further consideration the following points, and promised to deliver his judgment as early as possible—first, whether ordinary and reasonable caution had been used by the plaintiff; secondly, whether one of two persons appointed to perform the office of surveyor could be sued for negligence; and thirdly, whether the admission in the plaint that there were two surveyors precluded the plaintiff from disputing that point.

THE CASE OF MR. W. H. BARBER.

PARLIAMENTARY COMMITTEE.

The select committee of the House of Commons appointed to

inquire into the allegations contained in the petition of William Henry Barber, solicitor, consists of Lord Hotham (chairman), Lord Goderich, Mr. Brady, Mr. Bright, Mr. Milner Gibson, Mr. Cobbett, Mr. Collier, Mr. Elliot Yorke, Mr. Massey, Mr. James Wilson, Mr. Arthur Mills, Mr. Hardy, Mr. Adams, Mr. F. Crossley, and Sir John Trollope.

Mr. Barber was called on the 29th ult., and examined by Mr. Collier. After a detailed account of his trial and sentence to transportation for life, and subsequent free pardon, he said: After my conviction I was sent, chained heavily by the leg to Millbank, and after being there for four months, I was, with 250 others, put on board the *Agincourt* ship, still heavily chained. I had to sleep in my chains for four nights, and then when we had got out well to sea, the chains were taken off all the prisoners. On being landed on Norfolk Island, I was, with about 220 other prisoners, taken to the barracks; but in consequence of the great heat of the island and the change of diet, fifty of us were invalided and ordered not to go to work. We were then desired to go to the lumber yard. Soon afterwards the commandant of the island, Major Child, said, he wanted to see the prisoners who had come over by the *Agincourt*, and requested the forty or fifty of us who had been invalided by the medical man to pass before him in the barrack-yard in single file. About ten men passed by him unnoticed, but when I approached him, I raised my cap, upon which he called out, "Let that man's hair be cut," although my hair had been cut close the previous day. He then said, "How is it that you have not to work?" I replied that I had been ordered not to go to work by the medical man. Upon that, Major Child shook his fist at me, and said, "I will see to you, Mr. Barber." Major Child is now in this country, and has been since my return. Several applications were made by persons in the island to obtain my services as a clerk, and in the case of several other persons the application was granted. I was applied for by Lieutenant Lloyd, but his application was refused. Lieutenant Lloyd was an officer on board the ship in which I went out to Norfolk Island, and he had seen me during the voyage, where he said I had been very useful, as I had prevented a mutiny taking place during the voyage. Two others applied to obtain my assistance as clerk; but the application was refused. I was appointed "wardsman," by far the most loathsome, perilous, and unhealthy occupation upon the island. My duties were to preserve order in a dormitory of 200 criminals, amongst whom were murderers. I was locked up with these ruffians from seven in the evening until six o'clock in the morning. My task was then to cleanse and purify their dormitory and accommodations. I had to make the beds of all these 200 men, and to clean their hammocks. I was, after sixteen months' employment in this way, put into a field to break stones, under an overseer named "Lane," and remained in a field for hours together in a stooping position; and if I stood upright for a moment to relieve my back, this overseer Lane immediately called out "No straight backs," and I was compelled to resume my stooping position. I was afterwards sent to Cascades, and while I was there Lieutenant Butler applied to be allowed to take me as clerk; and the answer to that application by Major Child was, to send me back to Longridge, the worst penal settlement. I was sent to that place because it was a place which I most disliked to go to.

After further evidence of the same kind, Mr. Barber described the process by which the proofs of his innocence had been arrived at, and concluded as follows:—Conscious of my innocence, I made no disposal of my property, but after my conviction it was all seized, and every vestige of property belonging to me has been swept away, together with debts due to me, which have been lost through the operation of the Statute of Limitations. I have received a pardon on the ground of my innocence, but have returned to this country destitute, having lost several thousands of pounds, and almost my profession, and permanently injured by the cruelties exercised towards me.

At four o'clock the committee adjourned.

THE WORCESTERSHIRE MAGISTRACY.

Sir John Pakington having resigned the chairmanship of the Court of Quarter Sessions for Worcestershire, two candidates have been put forward to succeed him—viz. Lord Lyttelton (Lord-Lieutenant of the county), and Lord Ward. On the first day of the Midsummer Session the election took place at Worcester. Mr. Curtler, deputy-chairman of the court, presided, and the largest muster of magistrates ever assembled on the Worcestershire bench attended. Lord Ward was proposed by Mr. H. J. W. Foley, M.P., and the nomination was seconded by Mr. Dowdeswell; after which the Rev. J. Pearson, who had taken an active part in the movement in favour of Lord Lyttelton, said, as Lord Ward would undoubtedly be elected, he and his friends would support him as chairman of the court. Lord Ward having been declared by the chairman pro tem. elected, his Lordship took the chair, and addressed some remarks to the bench, admitting that of all the three candidates mentioned for the position, he was the least worthy. On the motion of Mr. Dowdeswell, seconded by Mr. Acton, an address was adopted by the Court for presentation to Sir John Pakington on his retirement, which, together with a letter of Lord Lyttelton, expressive of high approval, was ordered to be entered on the minutes of the Court. The Court then proceeded to the general business of the sessions.

For many years the state of the Berkshire assize courts at Reading has been the subject of condemnation by all whom business called to the assizes. At the Easter sessions, a motion that it was desirable to carry out the presentment made in 1849 for the erection of new courts was carried by three; but to obviate difficulty as to the borrowing of money, a new presentment, setting forth that the existing courts at Reading were insufficient and inconvenient for the administration of justice, was considered at the county sessions at Abingdon on Monday last. Mr. Merry proposed as a motion that the presentment was well founded, and it was seconded by the Earl of Radnor. The Court, on a division, decided by 29 to 11 that the presentment was well founded. A report as to plans was brought up, and Mr. Clacy, the county surveyor, was appointed the architect. A motion was passed empowering the committee to proceed with the erection of courts forthwith. It is believed that the courts will be ready for occupation at the Spring Assizes in 1860.

Recent Decisions in Chancery.

DECLARATION OF TRUST—HOW CONSTITUTED.

Evans v. *Jennings*, 6 W. R. 616.

William Evans, deceased, was a partner in the firm of Seager, Evans, & Co. Previously to the month of April, 1854, he had advanced to the firm certain moneys, some of which were standing in the partnership books to the credit of "William Evans's trustee account," and others to the credit of "William Evans's private account." The two Misses Forth, sisters of the wife of W. Evans, had also advanced to the firm certain sums which were standing to the credit of "Misses M. & C. Forth's cash account." On 4th April, 1854, W. Evans transferred the sum of £2,700 from his "trustee account" to the "Misses Forth's cash account," by entries in the books of the firm, and on the same day Seager, Evans, & Co., signed a promissory note for payment to M. & C. Forth of £2,700 and interest. This note was delivered to W. Evans, who placed it in an envelope, upon which he wrote:—"This note of hand stands to the credit of M. & C. Forth in the books of Seager, Evans, & Co., and is to be the property of Mrs. Evans." Soon afterwards W. Evans, in the presence of the plaintiff, Mrs. Evans, told M. Forth that he had got a security from his firm for his wife's money; that the note of hand securing it was in the joint names of M. Forth and her sister; and that it was his wife's money, and not theirs. In September, 1854, W. Evans, without the knowledge of the plaintiff, Mrs. Evans, or of the Misses Forth, transferred the sum of £2,700 from "M. & C. Forth's cash accunt," to his own "trustee account," and at the same time wrote across the above-mentioned memorandum as follows:—"The within amount of £2,700 is transferred to W. Evans's trustee account; but it is to be considered the private property of Mrs. Evans." W. Evans died in May, 1856, and the promissory note and envelope were found among his papers. His will made provision for his wife, but did not mention this sum of £2,700. At his death, owing to transfers in account made by him, only 2,661*l.* 18*s.* 6*d.* was standing to the credit of his "trustee account" in the partnership books. The plaintiff, Mrs. Evans, now contended that a trust was effectually created for her separate use of the sum of £2,700 and interest.

Under these circumstances it was held by *Stuart*, V. C., that there was a valid declaration of trust in the wife's favour. The whole sum was under Mr. Evans's entire control. This being so, the note was given and the parol declaration made. It was not necessary to inquire into the effect of this parol declaration, for the case went much further. Upon the first memorandum it might be doubtful whether a trust was constituted for the separate use of Mrs. Evans. But by the second memorandum

the sum of £2,700 was to be considered "the private property of Mrs. Evans;" and these words were adequate to confer upon her a separate interest. It had been urged that, as Mr. Evans retained possession of this money, paying no interest upon it to his wife, and dealing with the principal as his own, the wife's right was so imperfect that the Court ought not to give effect to it. But if a trust had been once impressed, the fact that the trustee had committed a breach of trust could not affect the right of the cestui que trust. As between husband and wife, the former may receive during his life all the benefit of property which is settled to the separate use of the wife, who can claim no account of moneys so received. The Vice-Chancellor therefore held, that the estate of W. Evans was liable to make good to Mrs. Evans the sum of £2,700, with interest from the husband's death.

It will be observed that this transaction was upheld as a declaration of trust, and not as an assignment. The judgment carefully distinguishes the case from that large class of instances, of which *Edwards* v. *Jones* (1 Myl. & Cr. 226) is one of the most familiar, where the Court has refused its assistance to perfect an incomplete gift.

WILL—CONSTRUCTION—EAST INDIA STOCK.

Brown v. *Brown*, 6 W. R. 613.

A testator, who died in 1852, gave "all the sums in the Government or Parliamentary stocks or funds, or any foreign stocks or funds," with other matters, to a certain legatee, and the question was, whether a sum of East India stock passed under the bequest. It was held by *Wood*, V. C., that East India stock was neither a Government nor a Parliamentary stock or fund. To come within that description, it must be a fund either managed or guaranteed by Government, or paid out of the public revenue of the country. To ascertain whether East India stock fell under this definition, reference was made to the Act 3 & 4 Will. 4, c. 85, passed in 1833, by which the company still continued to govern the East Indies, and held those countries in trust for the Crown, discharged of all claims of the company to any profit or advantage therefrom to their own use, "except the dividend on their capital stock secured to them as hereinafter is mentioned." The stock, therefore, was part of the old dominion of the company, reserved to them, and carefully excepted out of the trust attaching to all the other property. The dividend was not payable out of Government or Parliamentary property, nor was there any guarantee by Government for the payment of it. It was paid by the company alone, out of that portion of the revenue which they continued to receive after the passing of the Act. Of course East India stock was not a foreign stock or fund, and, therefore, it did not pass under the specific bequest.

It deserves remark that, under the Bill now before the House of Commons, the trusteeship of the company is to cease, and the entire revenue will be received and managed by Government, who must pay the dividend on the company's stock out of it. It would appear, therefore, that after the passing of the Bill East India stock will become a Government or Parliamentary stock within the definition given by *Wood*, V. C. The consequence will be that this stock may, under the provisions of many settlements, be adopted for investment without any breach of trust. Yet it is the opinion of some persons that the creditor's security will not be bettered by the changes contemplated by the Bill.

RE-INVESTMENT OF PURCHASE-MONEY IN COURT—COSTS.

Re Jones's Settled Estates, 6 W. R. 614.

By an Act of Will. 4, the corporation of the Trinity House was empowered to purchase certain lighthouses at that time the property of private persons, and the costs reasonably incurred relating to the re-investment of purchase-money in land were to be paid by the corporation. The Skerries Lighthouse, on the coast of Pembrokeshire, had been made the subject of a settlement, and a portion of the purchase-money for it had been paid into court. Previously to presenting a petition for the re-investment of a portion of the money so paid in, an abstract of the title of the land proposed to be purchased was laid before the counsel of the purchaser for his approval. The abstract was then laid before the conveyancing counsel of the Court, who, after consultation with the counsel of the purchaser, approved the title. The taxing-master allowed the fees of the counsel of the court for perusing the abstract and settling the conveyance, but disallowed the fees paid to the counsel of the purchaser. The taxing-master was, however, willing to allow such fees as had reference to difficulties in the title, on the ground that the removal of such difficulties had lessened the fees paid to the counsel of the court. But, on a petition to review the taxation, it was held by *Stuart*, V.C., that the whole of the fees in question should have been allowed. It was reasonable that the purchaser, before applying for an order for investment, should have laid the abstract before his own counsel for approval. The Vice-Chancellor remarked that, "when lands were taken compulsorily by a public body, and there was any question as to the costs relating to the re-investment of the purchase-money of such lands, the purchaser should have the benefit of the doubt; for these costs were occasioned not by his act, but by that of the public body."

MORTGAGE—REDEMPTION—TWO ESTATES.

Vint v. *Padgett*, 6 W. R. 641.

The judgment of *Stuart*, V. C., in this case (6 W. R. 321—noticed by us, ante, p. 375), has been affirmed by the Lords Justices. The short facts were, that in 1818 one Cormack mortgaged C., to secure £2,200, and in 1822 he made a further charge upon it for £500. In 1825 Cormack mortgaged E. to another person for £1,800. In 1828 he mortgaged the equity of redemption in E., and in the principal part of C., to the defendant Lee, for securing £500. In 1853 all the moneys due on the mortgages of 1818, 1822, and 1825, were assigned, and all C. and E. were conveyed to the plaintiffs, subject to the existing equity of redemption. The question was, whether the defendant Lee was entitled to redeem C. without also redeeming E.; and the Vice-Chancellor held that he was not so entitled. It was admitted that, shortly after the mortgage to Lee, all the persons interested in the prior mortgages had notice of that transaction. *Knight Bruce*, L. J., said, that the only arguable question was, whether notice was material, and, upon the authorities, he must hold that it was not. A second incumbrancer must be deemed to take with knowledge that the two mortgages were liable to coalesce, and with knowledge also of the consequences. *Turner*, L. J., said, that if notice had been material, it would have been necessary in all cases to allege in the pleadings want of notice; but no trace of any such allegation was to be found in the reports.

Cases at Common Law specially Interesting to Attorneys.

POLICE-CONSTABLE—AUTHORITY TO ARREST WITHOUT WARRANT.

Hogg v. *Ward*, 6 W. R., Exch., 595.

It is said by Blackstone (b. iv. c. 21) that a constable "hath great, original, and inherent authority with regard to arrests. He may, without warrant, arrest any one for a breach of the peace, committed in his view, and carry him before a justice o the peace. And in case of felony *actually* committed, or a dangerous wounding whereby felony is likely to ensue, he may, upon probable suspicion, arrest the felon," &c., &c. Mr. Serjeant Stephen, in his "Commentaries," founded upon Blackstone, retains in effect this proposition, substituting, however, on the authority, apparently, of the cases *Davis* v. *Russell* (5 Bing. 354), and *Beckwith* v. *Philby* (6 B. & Cr. 635), the word "reasonable" instead of "probable." So, in "Burn's Just." (vol. i. p. 273), it is said that the constable is justified only in arresting without warrant where there exists "a reasonable charge and suspicion." On the other hand, it appears that in the instructions for the guidance of constables, sanctioned by the Home Office, and issued to all police constables throughout the country, this qualification of the reasonable character of the charge is not alluded to, but the constable is directed "to arrest any one he sees in the act of committing a felony, or whom *another positively charges with having committed a felony*, or whom one suspects of having committed a felony, if the suspicion appear to the constable to be well founded, and provided the person go with the constable." According to these directions, it would certainly seem to be the duty of a police-constable to arrest one who has been positively charged before the officer by a third party with having committed a felony; since the proviso at the end apply only to the case of another stating his *suspicion* to the constable that such a one has committed a felony. The case under discussion, however, shows that if such is their true construction these directions are not authorised by law; and that though the constable is not required to satisfy himself, before arresting, of the reasonableness of the charge made, he is not protected from the consequences of making the arrest, if the charge made is on the face of it unreasonable, however positive it may be. Thus, remarked Mr. Baron *Watson*, if an idiot were to charge another with felony, the simple fact of the charge being positively made, would not render it reasonable

for the constable to arrest. So, also, it has been held that a charge made by a thief that another had feloniously received the property stolen, is of the same character, and does not protect the officer acting on it (*Isaacs* v. *Brand*, 2 Stark. 167). And thus, too, in the case under discussion, where the constable arrested a respectable tradesman, with whom and with whose address he was well acquainted, on a charge made by a third party, to the effect, that certain traces belonging to him had been stolen by the person arrested, who, on being asked by the constable how he came by them, replied, that he had bought them some months ago from one who said he had picked them up on the road—the Court of Exchequer unanimously determined that the charge so made was unreasonable, and would not protect the constable from the consequences of having made the arrest.

It may be remarked that the judges in this case, in obedience to a time-honoured custom, much observed among them, carefully refrained from expressing any opinion beyond what was actually necessary for the purpose of disposing of the matter immediately before them, which, in this instance, happened to be a rule to set aside a verdict, which had been obtained against the constable, and enter it in his favour. They therefore would not say whether the question of reasonableness or otherwise was one of fact or of law—in other words, whether it is a matter to be decided by the jury on the evidence before them, or by the judge, as a presumption in law, conclusively flowing from the facts. Mr. Baron *Martin* said, moreover, that each particular case is to be judged according to its own circumstances, and that it is not necessary, nor indeed possible, to lay down any rule generally applicable. Taken altogether, it appears to us that this case may well tend to frustrate the ends of justice. The danger seems greater, that constables should be dissuaded by ignorance or timidity from attending to charges, with the fear of an action before their eyes, than that innocent persons should be arrested on extravagant or idle accusations.

PRACTICE—ERROR IN THE HOUSE OF LORDS—JUDGMENTS GIVEN PRO FORMA.

Reg. v. *Smith*, 6 W. R., Exch. C., 597.

In cases where such a course has been the wish of all the parties to the record, it has not been unusual for one of the superior courts of law to pronounce a judgment pro formâ, and without argument, in order that the decision of a court of error may at once be taken on the point in question, and thereby a saving effected both of time and expense. This is occasionally done, for example, where the Court from which the record issues is bound to pronounce its judgment in accordance with some case governing that before them, decided in the same court or in a court of co-ordinate jurisdiction, but on the principle of which further argument may be thought desirable. In the case under discussion this practice was sought to be extended so as to pass on a judgment which had been pronounced pro formâ by the Queen's Bench directly to the House of Lords without being first considered by the Exchequer Chamber; but that Court intimated that it would be a "most improper thing" for them to accede to such an application, pointing out the distinction between such a practice in the case of a court of primary, and one of appellate, jurisdiction.

COMMISSION TO EXAMINE WITNESSES ABROAD, FORM OF ORDER FOR.

Bulham v. *Mears*, 6 W. R., Exch., 597.

This is a decision elucidatory of the form to be observed in drawing up an order for the issue of a commission to examine witnesses out of the jurisdiction upon interrogatories. There are several recent cases as to the degree of precision which is required. In one of these, *Greville* v. *Stultz* (11 Q. B. 1015), it was held that, by the terms of the statute authorising such orders, viz. 1 Will. 4, c. 22, it was essential that they should direct the examination to be held at some particular place out of the jurisdiction; and, consequently, that an order, not expressing itself to that effect, but leaving the place to be collected only inferentially, was defective. It was held in this same case, that the order was also defective, in not specifying the time at which the examination should take place, and the proceedings be returned to the office of the court. From another case, however, reported at page 1015 of the same volume (*Simms* v. *Henderson*), it appears, with regard to *place*, that such a general direction as that the examination is to be at "Newfoundland" will suffice; and, as to *time*, that it is only essential to fix the period before which the proceedings are to be returned; and, from a subseqent case (*Hawkins* v. *Baldwin*, 16 Q. B. 375), it may be collected that the commission issuing on, and proceedings taken under, an order defective in either of the above particulars are not *void*, but irregular only; and that it is essential, therefore, that the party who would impugn them on that account, should complain before he has taken any further step after the defects have become known to him, and within a reasonable time, in compliance with Reg. Gen., H. T., 1853; Pr. rr. 135, 136. The case under discussion does not add anything additional to the above points, judicially determined, but the objections made to the order were precisely the same as those ineffectively urged before the Queen's Bench in *Simms* v. *Henderson*, and met with the same fate.

MEASURE OF DAMAGES IN ACTIONS OF CONTRACT.

Portman v. *Middleton*, 6 W. R., C. P., 598.

This is another case in which the rule laid down in *Hadley* v. *Baxendale*, of which we had occasion lately to speak,* has been noticed and confirmed. That rule, it will be remembered, is to the effect, that where two parties have made a contract which one of them has broken, the damages which the other party is entitled to receive in respect of such breach are those only which can fairly and reasonably be considered as arising thereout in the usual course of things, or as having been in the contemplation of both parties, on making the contract, as the probable result of its breach. In the case under discussion, the plaintiff had been engaged by one S. to do for him certain work. For the performance of this work the plaintiff sub-contracted with the defendant, by whom it was so ill done that the plaintiff had to pay money to S. in consequence of the breach of contract with him. This money the Court held the plaintiff could not recover from the defendant, as there was nothing in the evidence which could lead to the conclusion that when the sub-contract to do the work was made, the plaintiff and defendant had in their minds the contingency of the former having to pay money to S. if such sub-contract was broken.

PLEADING, UNDER THE COMMON LAW PROCEDURE ACT, IN LIBEL AND SLANDER.

Hemmings v. *Gasson*, 6 W. R., Q. B., 601.

Before the Common Law Procedure Act, 1852, it was held for law by the Exchequer Chamber, in the case of *Sturt* v. *Blagg* (10 Q. B. 908), and see also *Broome* v. *Gadsden* (1 C. B. 728), that it was for the judge and not the jury to say whether a publication charged as libellous in a declaration, is *capable* of the meaning ascribed to it by the inuendo, and that the judge being satisfied that it is capable, it then becomes the province of the jury to say whether the publication has the meaning so ascribed to it; in other words, that a declaration inartificially framed in this respect was open to general demurrer or arrest of judgment. It was, however, in effect, provided by the 61st section of that Act, that in actions of libel and slander, the declaration shall be good if the words or matter set forth disclose a cause of action without reference to the inuendo; or, in the words of the Act, "when the words or matter set forth with or without the alleged meaning show a cause of action, the declaration shall be sufficient." In the case under discussion, it appears that the above provision was intended to alter the law as laid down in *Sturt* v. *Blagg*, and to throw upon the jury in all cases the duty of saying whether the words or matter alleged and proved were used in a defamatory sense or not.

ATTORNEY AND CLIENT—LIEN ON DOCUMENTS FOR COSTS—MONEY PAID UNDER PROTEST.

Reeve v. *Palmer*, 1 Fost. & Fin. 48.

This was an action of detenue against an attorney for detaining certain deeds and documents, with a count for money had and received. It appeared that in 1851, one T. gave instructions to the defendant, his attorney, to prepare a deed of gift, assigning to the plaintiff T.'s property, including a sum of £100 out on mortgage. This deed was, in fact, prepared by the defendant, and executed by T., but remained in the defendant's possession. In 1853, another deed was prepared by the defendant in substitution of the above deed of gift. In 1854, the defendant received the £100 secured by mortgage, and it was then agreed by T. and the plaintiff that out of that money the defendant should retain his costs for preparing the deeds. In 1856, T. died, and left his property to parties other than the plaintiff; who, on applying to the defendant, was informed that the deed of gift had been destroyed, and that the deed of assignment had been lost. The defendant, how-

* *Vide* sup. pp. 502, 582.

ever, had preserved a copy of this last, which he refused to deliver until his costs were paid in pursuance of the above agreement out of the £100; and these costs, to the amount of £85, having been thereupon paid by the plaintiff under protest, he now sued the defendant for the deeds and for the money he had so paid. Under these circumstances, the judge directed a verdict to be entered for the defendant on the detenue count, but for the plaintiff on the money count. The Court, however, from which the record issued, granted the plaintiff a rule to set aside the verdict on the detenue count.

As far as this case can be understood from the report, it would seem that the Court took a different view from the judge, and held that the defendant had no lien for his costs on the deeds in question. If so, it may be presumed to have been the Court's opinion that the general lien was waived by the agreement that these costs should be paid out of the £100 received by the defendant, and that the plaintiff had, moreover, a right to recover the money he paid under protest to obtain the possession of the deeds in question. It does not appear by the report what, in fact, became of the £100. If the defendant paid over this sum to T. before he died, it seems a hard case that he should be driven to a cross action, particularly as the plaintiff was privy, if not assenting, to the original retention of the deeds by the defendant.

Professional Intelligence.

INCORPORATED SOCIETY OF SOLICITORS OF IRELAND.

The following important petition has lately been addressed to the House of Commons:—

To the Right Honourable and Honourable the Knights, Citizens, and Burgesses of the United Kingdom of Great Britain and Ireland in Parliament assembled:

The Petition of the President, Vice-Presidents, and Council of the Incorporated Society of the Attorneys and Solicitors of Ireland, on behalf of themselves and the other Attorneys and Solicitors practising in that part of the United Kingdom:

Sheweth—That, previously to the Irish Act of 7th Geo. 2, c. 5, the right to exercise the profession of attorney-at-law in Ireland was attained by persons binding themselves to, or placing themselves in the office of, some admitted attorney for a certain period, and afterwards applying to one of the courts of law in Ireland for liberty to practise as an attorney in such court; but by that statute it was enacted, that no person should be admitted to practise as an attorney-at-law who had not served for five years as an apprentice to an attorney of one of the courts of law in Ireland,—the fact of service to be ascertained by affidavit, as therein provided, and the indenture of apprenticeship to be registered.

No examination was prescribed by the Act of Geo. 2, and accordingly the statute of 13th & 14th Geo. 3, c. 23, was enacted, whereby certain moral examiners were appointed; and it was provided that no person should be admitted unless his master had been articled, had served an apprenticeship, and had been admitted according to the before-mentioned statute of the 7th Geo. 2, c. 5.

Three statutes have since been passed, viz. the 1st & 2nd Geo. 4, c. 48, the 3rd Geo. 4, c. 16, and the 7th Geo. 4, c. 44, enabling graduates of Oxford, Cambridge, and Dublin, to apply and be admitted on three years' service instead of five, if degree obtained previously to the apprentice being indentured; and, by the 14th & 15th Vict. c. 88, s. 2, it is further enacted, that every student of the University of Dublin or of the Queen's colleges, who shall attend any prescribed lectures, and pass any prescribed examination of the professors of the faculty of law in the University of Dublin, or in any of the Queen's colleges, for a period of two collegiate years, shall not be obliged to serve under articles more than four years, one of which may be contemporaneous with his collegiate studies.

That the foregoing are the statutes regulating the apprenticeship examination and admission of attorneys-at-law in Ireland, none of which have any reference to, or require the apprentice or attorney to become a member of, or to comply with, any rules laid down by any inn of court.

That the only body in Ireland analogous to the inns of court in England is the Society of the King's Inns, at Dublin, which is entirely self-constituted, and not incorporated, but governed by a body called benchers, who are elected by themselves from the members of the bar. Attorneys did not originally belong to the society as members, nor was it confined to members of the legal profession, but included peers, lords-deputies, and others. Attorneys, however, were occasionally elected members; but it was at the wish of the individual, and not by compulsion.

That about the period of the passing of the Act of the 7th Geo. 2, the then benchers of this voluntary society assumed a right to control persons seeking to become apprentices to attorneys, and even attorneys themselves, and, in the year 1794, the benchers more fully assumed such power, and published rules for the regulation of the profession of attorney and solicitor, and by those rules claimed a right to exercise, and do now actually exercise, the power of compelling persons seeking to become apprentices to attorneys to comply with those rules, and to pay considerable fees, and also compel persons having completed their apprenticeship to pay further fees, and to become members of the society—a certificate of compliance with which rules is considered by the several superior courts of law necessary, previously to any person being admitted, sworn, and enrolled as an attorney-at-law.

That the benchers of the King's Inns are at present, and have, ever since 1792, been, composed of the judges of the superior courts, the masters in Chancery, the law officers of the Crown, and barristers, who are generally, but not always, of the rank of Queen's Counsel, although by a charter granted to them in 1792, which was surrendered in 1793, the Lord Chancellor and judges, on becoming such, ceased to be benchers, and became visitors.

That your petitioners anxiously desire the improvement of professional status, which is to be mainly insured by an educational test to those seeking admission; but they find that the several Acts of Parliament, and the rules made by the benchers of the King's Inns, are insufficient to prevent improper and uneducated persons from becoming apprentices, and from subsequently obtaining admission into the profession.

That the statutes relating to the profession of attorney in England provide for the making of rules and regulations for the education and qualification of apprentices; and the attorneys and solicitors there are not obliged to become members of, or to pay any fees or other taxes to, any inn of court, their admission being solely regulated by the statutes and by rules made pursuant thereto by the judges.

That the benchers of the King's Inns impose and levy a tax of no less a sum than 13*l.* 11*s.* 3*d.*, payable by each person seeking to become an attorney, which includes a sum of 10*l.* 10*s.* as a deposit for chambers, to be provided by the benchers; and although this sum has been paid by every attorney, and by every applicant who may have been refused admission by the courts, since 1793, the attorneys, as a body or individually, have not derived the promised benefit from such payment, such chambers never having been built; but the benchers, about the year 1840, when erecting certain buildings at the four courts, allocated and furnished a hall and other apartments for the use of the members of the profession, and which are now occupied by the Incorporated Society of the Attorneys and Solicitors of Ireland.

That a stamp duty of £80 is payable on the indentures of every attorney's apprentice in Ireland, out of which the benchers receive a sum of £14, and from all persons seeking to become attorneys, other large fees; and the benchers have, from the year 1793 to 1832, actually received from these sources upwards of £92,000 sterling, as appears by a return made to Parliament in 1832; and if to this sum be added the amount paid to them on the same account since 1832, it will appear, that, during the last sixty-four years, the benchers have received considerably more than £100,000, while they have neither provided chambers, nor marked out any course of study or legal education for apprentices, nor provided lectures for professional improvement; and all the advantage derived by attorneys from their connection with that Society is a limited privilege of using a library, and the liberty of dining at the King's Inns during term, at their own expense. And, although the attorneys are called members of the King's Inns, and contribute so very largely to its funds, they have no voice in the management of its concerns—no control over the application of its revenues, and, in fact, are members only in name.

That your petitioners seek an inquiry, with the object of removing the evils complained of, and in the hope of increasing the respectability and efficiency of their profession; and they rely with confidence on the justice and wisdom of Parliament to grant the relief sought, which they feel satisfied will promote the interest of all other classes of society, as well as of the members of their own profession, and remove the most serious grievance of which they complain, namely, that there are not in this country (as in England) any means of enforcing that

preliminary literary and professional education which they submit is absolutely necessary to insure the efficient discharge of the duties devolving upon all members of the profession.

That there is not any reason why members of one branch of the legal profession should control or regulate the other, as the benchers of the King's Inns assume to do with respect to the attorneys and solicitors, without in any way consulting their interests, wishes, or opinions.

That, as such members of the society of the King's Inns, your petitioners submit that as a matter of right their profession should fully and equally participate in whatever privileges the society enjoys, and have an equal voice in the management of its concerns; or, if this be not conceded, that they should be relieved from the control of the benchers of that society, and have instead thereof a governing body elected from their own profession (such governing body, however, to be subject to the control of the judges of the superior courts), and that the fees now paid to the King's Inn Society by apprentices should be paid to such governing body; and that it should be empowered to enforce a proper system of education for young gentlemen intended for the profession, and to establish a court of examiners for the examination of apprentices, not only previous to their admission as attorneys, but also to their being bound, and thereby to insure a proper literary as well as professional education, the present test of fitness for admission being merely a money test, in the form of payment of certain fees and stamp duties, and the only test of the acquirements of the intended apprentice being his making a most vague and unsatisfactory affidavit that he has been at certain schools, and has been instructed in the "usual manner" in such and such books, which affords no evidence or proof whatever of the advantages he has derived from such instruction.

That your petitioners have, on several occasions, applied to your Honourable House, and had returns moved for, with respect to the funds of the Society of the King's Inns, but such returns have been invariably furnished in a manner so vague, imperfect, and unsatisfactory, as not to afford your petitioners the information sought, thereby proving almost valueless for practical purposes.

That, in 1846, a select committee of your Honourable House was appointed to inquire into the then state of legal education in England and Ireland, and the means for its improvement and extension, and such committee, on the 25th of August, 1846, made a report, which concluded by a series of resolutions, from which petitioners beg leave to quote those which relate to the subject of legal education as regards Ireland; viz.—

1. That the present state of legal education in England and Ireland in reference to the classes, professional and unprofessional, concerned, to the extent and nature of the studies pursued, the time employed, and the facility with which instruction may be obtained, is extremely unsatisfactory and incomplete, and exhibits a striking contrast and inferiority to such education, provided as it is with ample means and a judicious system for their application, at present in operation in all the more civilized states of Europe and America.

3. That it may, therefore, be asserted as a general fact, to which there are very few exceptions, that the student, professional and unprofessional, is left almost solely to his own individual exertions, industry, and opportunities, and that no legal education worthy of the name, of a public nature, is at this moment to be had in either country.

23. That, to give the same constitution and character of the society of the King's Inn, Dublin, to which analogous duties and powers should be entrusted, it would be advisable that it should previously be incorporated, but so as to guard and secure the relative rights and obligations of the two branches of the profession.

25. That, in providing for the special legal education of the solicitor, a stringent examination should be required, in proof of a sound general education having been gone through previous to admission to apprenticeship. That this examination should embrace, in addition to the ordinary acquirements of a so-called commercial education, a competent knowledge of at least Latin, geography, history, the elements of mathematics and ethics, and one or more modern languages.

26. That, for the further education of the solicitor, it would be highly advisable he should also have, even whilst articled clerk, opportunities for attendance on certain classes of lectures in the inns of court, and also on others of a nature more special to his own profession, in the law society of which he might happen to be a member.

33. That for this purpose delegates should be invited to meet from the inns of court, the King's Inn, and the Solicitors' Societies, Dublin, and communications for the same purpose should be had with the universities.

That the subject of providing for the legal education of attorneys' apprentices has long occupied the attention of your petitioners, but they have found it difficult to devise any satisfactory plan for carrying it out, having regard to the fact, that the society is neither provided with funds for the purpose, nor possessed of any jurisdiction over apprentices, or other authority to make orders or regulations, and that the examiners appointed to the several courts, pursuant to the said statute of the 13th & 14th Geo. 3, c. 23, consider that they have not jurisdiction to inquire into the education and fitness of apprentices seeking admission.

That your petitioners have considered the suggestions contained in the resolutions extracted from the report of the select committee of your Honourable House, and are impressed with the conviction that the time has arrived when some effectual step should be taken to carry them into effect; so as to have a sound system of education, general and legal, established for their apprentices.

Your petitioners therefore submit, that, in providing for the education of the attorney and solicitor, a stringent test should be required, either by personal examination, or the production of proper certificates, in proof of a sound general education having been gone through previous to admission to apprenticeship, as recommended by resolution No. 25, above quoted. And it would be highly advisable he should also have, even whilst an articled clerk, opportunities for attendance on certain classes of lectures on the general principles of law, on the practice of the Courts, and in the principles and practice of conveyancing, and the other branches of his duties as an attorney and solicitor. And that a certificate of attendance and examination should be required, as a condition for admission to the profession.

That it should be in the power either of the governing body of the Incorporated Society of the Attorneys and Solicitors of Ireland, or of such other body as may be appointed for that purpose, to admit the certificates of attendance on lectures in the universities, to a certain extent, as exempting from attendance on their own lectures.

Your petitioners, therefore, respectfully pray that your Honourable House will be pleased to take the subject of their petition into your early and favourable consideration, and to adopt such measures as may be deemed expedient for carrying into effect the recommendations contained in the said parliamentary report, as regards the subject of the legal education of attorneys in Ireland; and that your Honourable House will be pleased to have an humble address presented to her Majesty, to issue her royal commission of inquiry (to be sped in Ireland) into the constitution, state of the funds, and objects of the Society of King's Inns, Dublin, and especially in relation to its control over, and duties towards, the attorneys and solicitors of Ireland and their apprentices, and with the further view of regulating the government of their profession in Ireland, and afford your petitioner such relief in the premises as to your Honourable House shall seem meet; and your petitioners, as in duty bound, will ever pray.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

There is still much speculation about the changes which are likely to take place when the Lord Advocate goes upon the bench. One fact is accepted as quite certain, viz. that the Solicitor-General Baillie will become Lord Advocate; but beyond this, at least as far as the public is concerned, all is conjecture; and you must therefore understand that what follows is so given, although I believe you will find, when the time comes to prove it, that it is not far from the truth. In your last number you quote a paragraph from a Scotch paper, which places Mr. A. T. Boyle at the head of the list of candidates for the Solicitor-Generalship. I don't think that this is a probable appointment, although no doubt he has established a stronger claim upon the Conservative party than any other man at the bar. I think it much more likely, that, if he is to receive any office at present, he will get the Sheriffdom of Perth, and that Mr. David Mure, who at present holds that office, will be made Solicitor-General. Some people affect to doubt that Mr. Mure will receive the appointment, because he has never been reckoned a zealous supporter of Lord Derby's Government, and was even considered an opponent; but there are reasons which make it desirable to forget any trifling mistakes which may have been made.

It is not likely that Mr. Baillie will remain long Lord Advocate, as either Lord Murray or Lord Wood, or perhaps both, will probably retire at the end of the summer session. In either event Mr. Baillie will probably go on the bench, an event which will be regarded with much satisfaction by all parties; for although an excellent business man, his forte is not public oratory, and it is understood that he dislikes public contention extremely. His want of readiness as a speaker is no doubt a great misfortune; but there are not a few who believe that he will, nevertheless, make an excellent public officer. He is possessed of a remarkably sound judgment; he is cautious without being obstructive; indefatigable in business; accessible and courteous to every one he comes in contact with; and

differs with a charm of manner which goes far to disarm opposition. He is extremely liberal in his views as to law reform, at the same time far from rash. He is equally liberal in his general politics, much more so than the present Lord Advocate; and if he succeeds him at Stamford, he may probably astonish the electors there, if he is allowed to speak out.

An important exchange of offices has taken place between Mr. J. M. Lindsay, who was one of the principal clerks of session, who has been for some time in very delicate health, and Mr. Archibald M'Neill, who was Director of Chancery. The salary attached to the office first mentioned is £1000 a year; to the latter £600. The duties attaching to the directorship of Chancery are very light; but the duty of a principal clerk of session is not heavy; he has a vacation of about six months duration, and nearly his whole duty consists in attendance upon the Court during session, in order to write out judgments.

This arrangement will have the curious effect of placing as one of the principal clerks in the Second Division, over which the present Lord Advocate will come to preside, the brother of the Lord Justice General, who presides over the First Division, in which the brother of the present Lord Advocate sits as one of the principal clerks.

Review.

A Practical Treatise on Divorce and Matrimonial Jurisdiction under the Act of 1857 *and New Orders.* By JOHN FRASER MACQUEEN, Esq., of Lincoln's-inn, Barrister-at-Law. London: W. Maxwell; H. Sweet; and V. & R. Stevens & G. S. Norton; and J. Ridgway. 1858.

It would be doing a great injustice to this *Practical Treatise*, and to its accomplished author, to judge of it by the requirements of a "Practice" for the New Divorce Court, in the sense that Archbold and others have used that word in relation to the superior Courts of law. At the time Mr. Macqueen published—viz. early in the present year—no materials whatever for such a fabrication existed. The Court itself had been open for business a few weeks only, and the Act, with the Orders founded thereon, though they gave abundant and succulent food for the imagination, furnished forth but the driest of bones for the hungry practitioner. Under these circumstances two courses were open to Mr. Macqueen. To comment upon the Act prospectively—bringing to the task his very extensive and profound knowledge of the subject, and the stores of learning collected by himself from other countries, which should have been, but were not, the foundation of our own new legislation; or else to stay his hand altogether till a sufficient number of points had been judicially determined to supply the materials for a Practice. Mr. Macqueen adopted the former alternative, and the present volume is the result.

Now that six months have elapsed, though many weary couples have been relieved from their chains, the number of reported cases in the new court is still not very great. The attentive consideration of these being calculated to test, though very severely, the value of Mr. Macqueen's book as a "Practical Treatise," we have undertaken the task; and the opinion we have formed at the conclusion of our investigation is highly favourable, inasmuch as though on many of the points of procedure now determined the treatise contains no specific directions, yet this arises from the barrenness of materials, and not from the want either of thought or information. The work teems with evidence that it has been written by one thoroughly up to his subject; and in many instances the shallows of the Act have been correctly sounded, and able suggestions made to supply their deficiencies from the law of other countries.

We think it may not prove uninteresting to our readers if we briefly notice the chief of the cases which we have considered with the object above mentioned, and most of which have been very recently published by Drs. Swabey and Tristram. It will be seen that they affect almost exclusively the 6th, 7th, 10th, 11th, 15th, 16th, and 22nd chapters of Mr. Macqueen's work; and that they are altogether beside the subject matter of the four introductory chapters. These last are devoted to an inquiry into the conflict of English and Scotch law on marriage, divorce, and separation, and to a short but remarkably clear account of the different efforts to work a reform of our system; which, the fruit of the Report of the Divorce Commission laid before Parliament in 1853, were consummated under the auspices of the late Lord Chancellor by the 20 & 21 Vict. c. 85. From this part of the work, we wish we had space at our command sufficient to allow us to glean something for the entertainment of our readers; but, as it is, we can only stop to remark that Mr. Macqueen states that ninety-five Scotch divorces were decreed in the five years following the year 1836; and from this he thinks some idea may be formed of the ultimate business which will be likely to arise in the English Court, if it be borne in mind that our own population exceeds that of the sister country in the proportion of nineteen millions to three millions. The average expense of dissolving a marriage in Scotland appears not to exceed £30, even when the application to the Court of Session is opposed. When unopposed the cost is considerably less.

To commence, then, our notes of the decided cases, we pass immediately to Mr. Macqueen's 5th chapter, "Of Divorce," in which are explained the different grounds on which that remedy is now granted in England at the suit of the wife, and, amongst these, is that of adultery committed by the husband, accompanied, or "coupled," as the Act phrases it, with desertion. The only petition for this cause which appears to have been hitherto discussed, is that of *Pyne* v. *Pyne*,* from which we learn that it must distinctly avow the fact of the desertion, and not merely state a number of circumstances from which that fact may be inferred. This is merely an adaptation to the rules of pleading to be observed in the new Court of that which prevails at common law, and which prevents matter of evidence being pleaded.

The next passage in Mr. Macqueen's work on which light has now been thrown occurs at page 38, where the provisions of the Act are stated with regard to making the alleged adulterer a co-respondent to the petition. By one of these the Court may dispense with his being so made on *special grounds*; but in *Ex parte Armitage*,† it was held that the circumstance of the husband having already recovered damages and costs against the alleged adulterer in the abolished action of crim. con. is not such "special ground" as is contemplated by the statute. With respect to the petition (which may be *amended*, if necessary, *Wright* v. *Wright*‡), it may be further observed, that the circumstances in which the general rule, requiring personal service thereof, will be dispensed with, are illustrated by *Rowbotham* v. *Rowbotham*,§ and by *Chandler* v. *Chandler*.‖ In the first of these cases, the Judge Ordinary expressed doubt whether, in a proceeding for dissolution of marriage, he had power to dispense with it at all. The next case we shall mention, viz. *Tourle* v. *Tourle*,¶ supplies some guide as to the affidavit of verification required in support of the plea or answer of a respondent's wife to a petition charging her with adultery. As to this, the Act itself is silent; but the 15th of the Rules and Orders requires every answer, which shall contain matter other than a simple denial of the facts stated on the petition, to be accompanied with such affidavit. Now, among the peremptory bars to divorce collected in the 7th chapter are "connivance" and "condonation" on the part of the husband; and, from the above case, it appears that, even in such pleas as these, the rule must be complied with—the woman swearing that the adultery, *if any*, was connived at or condoned. We think that Mr. Macqueen must have had this difficulty in his mind, when, among authorities and illustrations, he cited from *Haggard* the doctrine, that "the wife may deny her own guilt, but, at the same time, say that, even if she had been guilty, the husband's conduct is a bar."—P. 119.

Several points have now been decided as to alimony. Thus, in *Deane* v. *Deane*,** which was a suit for a judicial separation on the ground of the adultery of the husband, the Judge Ordinary decreed the moiety of an income of £164 as permanent alimony to the wife—there being eight children of the marriage, none of whom were with the husband. On the other hand, in *Tomkins* v. *Tomkins*††, where the ground was cruelty, and the alimony applied for only pendente lite, a fifth of an income of £300 was considered sufficient. *Hayward* v. *Hayward*‡‡ also is a very useful case on the subject of the amount of alimony, as in the judgment Sir C. Cresswell minutely explained the calculation he had made as to the husband's property. Alimony pendente lite will only, it seems, be decreed where the husband appears to the petition, as in other cases the wife's suit may be carried through without any delay; and from *Saunders* v. *Saunders*§§ we learn, that when permanent alimony has been decreed in a petition grounded on the husband's cruelty it will not be reduced by reason of the wife's afterwards acquiring

* 1 Swab. & Trist. 80. † 6 W. R. 222; 1 Swab. & Trist. 71.
‡ 27 L. J. 33; 1 Swab. & Trist. 60.
§ 6 W. R. 328; 27 L. J. 33; 1 Swab. & Trist. 73.
‖ 6 W. R. 328; 77 L. J. 33. ¶ 6 W. R. 544.
** 1 Swab. & Trist. 90. †† 6 W. R. 544. ‡‡ 1 Swab. & Trist. 65.
§§ 6 W. R. 328; 27 L. J. 33; 1 Swab. & Trist. 73.

from other sources an increase of income. These cases should be carefully noted in studying pp. 9, 59, and 63 of the *Treatise*.

"Judicial separation," says Mr. Macqueen, "is a great improvement upon divorce a mensâ et thoro." Not only does the statutable differ from the ecclesiastical sentence in the grounds on which it is granted, but it provides for the children; it restores to the wife the same social position as she would have enjoyed by the natural dissolution of the coverture, with regard at least to any property which she may thereafter acquire; and it may order arrangements as to property, which a renewal of cohabitation will not set aside. Moreover, this proceeding is not hampered with the absurd bond for chastity required by the Ecclesiastical Court from the party seeking a decree for separation. With regard to the procedure on a petition for this remedy, the case above mentioned, of *Deane* v *Deane**, contains some information; and is besides remarkable as being the first decree of the new court for a separation, founded exclusively on vivâ voce evidence. In this case, too, it was laid down (as it was afterwards more deliberately in the full court, in the very recent case of *Robinson* v. *Lane*), that the new tribunal in matters of evidence is strictly confined within the limits of Lord Brougham's Evidence Amendment Act, 1851, as well as by the general rules of evidence observed in the superior courts at Westminster. We may remark by the way that the substitution of these rules for those required by the canonists, is one of the most satisfactory changes which the 20 & 21 Vict. c. 85, has produced. What an undesirable law was that which governed the case of *Evans* v. *Evans*, mentioned by Mr. Macqueen among his "authorities and illustrations," and which strikes us as so singular, that we quote what our author says concerning it, at the expense of some digression. The husband, in this instance, "having suspected his dishonour, returned one day early from shooting, and proceeded suddenly, accompanied by a female servant, to his wife's room, where they found her in bed in the arms of her paramour; against that person the husband in due time recovered a verdict for £500 damages. The evidence of adultery in the Ecclesiastical Court depended on the testimony of the female servant. That evidence had satisfied the jury, it did not, however, satisfy the learned judge of the Ecclesiastical Court; who rested his decision not on any objection to the conduct of the husband, which had been altogether blameless, nor on any doubt as to the veracity of the witness, whose character was unimpeachable, but simply and solely on this ground:—that the testimony of a single witness, however positive and distinct, did not of itself constitute that full degree of proof, that plena probatio, required by the ecclesiastical courts. He therefore dismissed Mr. Evans's suit."

Curtis v. *Curtis* † is the only case we have discovered turning on the subject matter of Mr. Macqueen's 5th chapter, viz. the custody, maintenance, and education of the children in case of divorce, judicial separation, and nullity. Mrs. Curtis took proceedings to obtain a judicial separation on the ground of cruelty, and the question was as to the custody of the children pendente lite. It being stated in the affidavit that the husband had been under restraint as a lunatic, and that, of the three children of the marriage, the youngest, five years of age, lived with the petitioner, while the two elder ones were in the custody of a lady selected by, and at the expense of, the petitioner's father, the Judge Ordinary refused to interfere with this arrangement; but he made it a condition that the father should have reasonable access to his children, and notice of any change which took place in their residence.

Hope v. *Hope*‡, and *Hayward* v. *Hayward*,§ the two next cases on our list, are among the most important that have arisen, as they decide principles rather than matters of practice. The first of these cases turned upon the point whether a wife can maintain a suit of this nature, after her own adultery was conclusively established in the course of a suit for divorce instituted by her against her husband on the ground of his adultery. This question, after being first argued in the Consistory Court, before the jurisdiction of that Court in matters matrimonial was abolished, and afterwards before the Judge Ordinary, was decided by the latter against the wife, in a judgment which seems to exhaust all the learning on the subject to be found in the books. In the case of *Hayward* v. *Hayward* it was, in effect, held that the insanity of the wife is no bar to this proceeding on her part. A husband, said Sir C. Cresswell, is not entitled to turn a lunatic wife out of doors. He is bound to place her in proper custody, under proper care. If she has the misfortune to be insane, he is less than ever justified in putting her away.

As might naturally have been expected, the provisions of the Act which protect a wife's earnings after the desertion of her husband, have been chiefly resorted to by the poorer classes; and applications made to, and adjudicated on by, the police magistrates are soon forgotten. *Mullineux* v. *Mullineux**, *Ex parte Aldridge*†, and *Ex parte Hall*‡, however, are cases which have come before the Court; and these decide that the order must not specify the particular property which is to receive protection, and that the absence of a husband in the exercise of his ordinary occupation does not come within the meaning of the term "desertion" contemplated by the Act. The last of the cases above-mentioned also shows, that, to support such an application to the Court for protection, no citation need be sued out or served. The relief prayed for may be granted on affidavit only.

Such are the chief points of procedure as to which the law has been declared by the Judge Ordinary. They show how many questions still are likely to arise, and how impossible it is for the Legislature to anticipate them, or supply deficiencies, either by Acts or general rules. Some attempts at this, however, are being made by the Amendment Bill now before Parliament, and which will probably receive material additions before it becomes an Act.

To pass for a moment from the consideration of particular cases to the general conclusions which the experience of the first six months of the new tribunal's existence authorize, it may be laid down, without much fear of contradiction, that the need for its establishment is conclusively shown by the number of the applications made for the exercise of its powers. It is, perhaps, true, that the facility now afforded for obtaining a divorce is calculated to bring into activity domestic grievances, which would otherwise have long quietly smouldered, and perhaps have become gradually extinguished; but this is a less evil than that those to whom such grievances are intolerable, should, nevertheless, be altogether without remedy. It may also be asserted—and Lord Redesdale has asserted it roundly—that the very simplicity of the procedure of the Court induces the suspicion of undue precipitation. To dissolve nine or ten marriages a day may be very right, with regard to the circumstances of each particular case; but it gives a handle for complaint to the opposers of the change, and it will be triumphantly urged that the verdict of a jury in an action for criminal conversation was at all events a better safeguard against collusion than any affidavit which can be required by the Court. But while we have lost this protection, such as it was, what has been gained in exchange? With regard, indeed, to the petition for damages by the outraged husband, the remark of Mr. Macqueen may be true enough, that the provision will probably prove a dead letter, as the proceeding "will be under the jealous eye, if not the frown, of the Court and jury;" but as long as the verdict of a jury upon evidence detailed in open court is required, and the publication of that evidence in the newspapers is endured, who shall say that one of the most intolerable incidents to the former proceeding, "that disgrace to the nation," is not in its full vigour? We apprehend, for example, that the mental hallucinations (if such they be) of Mrs. Robinson, as they appeared recently in the *Times*, tend as little to edification as any "crim. con." case which ever carried its prurient particulars to the breakfast tables of our English homes, there to shock the modesty of the innocent, and, perhaps, sow the seeds of impurity.

A Concise and Easy System of Book-keeping for Solicitors, &c., which has been in Use for nearly Fifty Years in the Offices of some of the most respectable Firms in London, &c. By WILLIAM MACKENZIE, Solicitor. Law Times Office. 1858.

Notwithstanding the author in the title-page of his work assures us that the system of book-keeping which he proposes to explain "has been in use for nearly fifty years, &c.," the work itself furnishes an apt illustration of the truth of another assertion made by the author in his introductory remarks, "that solicitors, generally speaking, are but indifferently acquainted with a knowledge of accounts."

A good work on the subject is still wanted. Few clerks in articles trouble themselves to keep "the books" (even if permitted to do so); and therefore the young solicitor enters upon practice ignorant alike of the principle of accounts and the details of book-keeping.

Rather than point out what is wanting in this work, let us

* 1 Swab & Trist. 90. † 6 W. R. 409; 1 Swab. & Trist. 75.
‡ 6 W. R. 585; 1 Swab. & Trist. 94. § 1 Swab. & Trist. 81.

* 6 W. R. 356: 1 Swab. & Trist. 77.
† 1 Swab. & Trist. p. 68. ‡ 27 L. J. 19.

sketch briefly what we conceive to be the best system of keeping books, remarking that the books should be kept for two purposes, which, in regard to their relative importance, we should class thus:—

1st. Of transactions attempted and completed for the client.

2nd. Of cash received and paid. For as a rule the less solicitors have to do with *holding* their clients' monies (the proper business of his banker) the better, both for themselves and their clients.

When an agent is entrusted to act for another, in affairs which not unfrequently bear their fruits, say fifty years after they are transacted, the least that may be expected is, that he will make some record for the guidance of those surviving him. (Stark. on Evidence, p. 474.)

We press this as a matter of the first importance upon our professional friends, for the omission, when considered in reference to their own pecuniary interests, is venial, but when it entails injury on their clients it is vital.

First, then—apart from any copy to be kept—let every letter received or sent out be recorded by name and postage in the Postage Book—in black and red ink—that the contrast may direct you in any after-search.

The most important arrangements are made by letters, and it must be borne in mind that all letters received from third parties are the property of the client, and the solicitor will be responsible if due care be not taken of them. (*Re Thompson*, 20 Beav. 545.)

Then let a daily list be kept of all persons calling, and let the time thereof be recorded, and by whom attended to.

Every clerk should note down his work and employment, and let these entries, with your own, be collated and posted, de die in diem, to the client's name.

In causes; have such a book for entries as the clerks in court used to keep—viz. one wherein the date of each step in the cause is recorded, and the names of all solicitors acting for opposing parties are entered.

In conveyancing matters; let all deeds received and despatched be noted in the deed book, and—remembering that few firms of good practice hold less than many thousand pounds' worth of deeds or securities—this is not an unimportant duty. As to drafts and papers, in both branches of business, it must be borne in mind that they are the client's property, liable to be called for at any time, and if not given up to him in good order and assortment, an action may be brought for the cost of arranging them (*North-Western Railway* v. *Sharp*, 10 Exch. 452). So much for transactions—most important—though not relating to cash.

As to the latter, let the following course be pursued:—

Do not mix large and petty disbursements together in the same accounts.

Of petty disbursements, let the division be—1. Cause disbursements; that is, disbursements to be charged (without profit) to the clients in causes or matters. 2. Office disbursements, clerks' salaries, stationers' work, and office expenses,—two accounts, which, as deductions from the gross bills, show the year's profits.

Let the first (if your business permits it) be posted to the client's name (not in the ledger), and each cause separated, so that the cost thereof of each client's business may be easily ascertained.

Of cash (really such) keep a rough cash-book, in which every clerk instantly, on receipt of money, shall be bound to enter it in detail. Then follow the cash-book and ledger, in usual course.

Now, probably, a young beginner will do without all these entries; but, if good fortune should favour him, he would be at a loss to carry on an increasing business without some such system. At any rate, to pursue only what the author recommends would, we fear, lead to no satisfactory result. In conclusion, we should divide the author's labours thus:—Pages 1 to 95, very indifferent Accounts; pages 99 to 126, a very Elementary Class Book for a Middle School; and pages 129 to the end, Notes and observations by an intelligent solicitor.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, June 28.

CHANCERY AMENDMENT BILL.

This Bill received the Royal Assent.

Tuesday, June 29.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

This Bill was read a second time.

Thursday, July 1.

COUNTY COURT DISTRICTS BILL.

This Bill was read a second time.

HOUSE OF COMMONS.

Wednesday, JUNE 23.

REGISTRATION OF PARTNERSHIPS.

Lord GODERICH, in moving the second reading of this Bill, explained that its object was to provide that all persons trading in partnership under other names than their own, or under the designation "and Co.," should enter their names on a register, open to every one who wished to obtain information. The principle of the Bill had received the assent of a large proportion of the mercantile community. In commercial matters, every man should know exactly with whom he was dealing. In the case of joint-stock companies this principle was already in practice, and his object was to extend it. At present, the public were unable to know who were the component members of a firm, or in how many different undertakings a man might have a share. Single individuals, too, trading under the designation of "—— and Co.," were often enabled to obtain credit on the supposition that they were backed by other persons. It might be said that people ought to get all this information for themselves; but there were many cases in which it was impossible, and great inconvenience and loss were sustained in consequence. He proceeded to quote the cases of Mr. Stephens, the manager of the London and Eastern Banking Corporation, and of a merchant of Dundee. The proceedings in bankruptcy showed that both these men had been connected with numerous undertakings, their share in which was never suspected by the public. Mr. Stephens was nominally a manager, but really a "Co.;" and with various members of the bank he entered into all sorts of speculation under different designations. It could not, therefore, be argued that there was no practical inconvenience from the present system. He was far from saying that all who traded under other names did so for purposes of fraud, but the practice gave great facilities for fraud. The want of some system threw great difficulties in the way of legal proceedings. Parties were put to great expense in obtaining accurate information of the names of all in a firm before they sued, and if any mistake were made delay and additional expense were caused. He had introduced the Bill with the assent of all the Chambers of Commerce in the West Riding of Yorkshire. It was founded on a paper drawn up by the Manchester Chamber of Commerce, and discussed and adopted by a mercantile conference in London, presided over by Lord Brougham. Steps had been taken to ascertain the feeling of the different Chambers of Commerce on the principle of the Bill, and no objections had been received from any. It had also been affirmed by a resolution of the mercantile section of the Birmingham Conference of last year. Petitions had been presented in its favour from the Chambers of Commerce of Liverpool, Edinburgh, Dundee, and of other principal towns of England, while only one petition had been presented against it, from certain firms in Manchester. The commercial association of that town, however, had petitioned in its favour, and a petition in its favour had only been negatived in the Chamber of Commerce by one vote The Bill had been called inquisitorial, but it gave no powers to inquire into the private affairs of firms; everything must be done by themselves. The obligation to register could not be said to be a vexatious provision. The Bill imposed no restriction as to the formation of the partnerships. All that it did was to insure publicity. He concluded by moving the second reading of the Bill.

Mr. COLLIER opposed the Bill, as a retrograde step in legislation. The principle on which Parliament had acted of late was, to allow commercial men to look after their own interests, of which they must be better judges than any department of the State. Registration was demanded from joint-stock companies and bankers in return for exceptional privileges, but there was no reason why private firms should furnish this information. The Bill would apply to every joint undertaking, however small, and however temporary. If two merchants, not connected in any other way, joined in a single speculation, they would have to register their partnership and its dissolution. It would be impossible for two men to make a joint book on the Derby without registration. The pressure, however, of the Bill

would be chiefly on the poorer classes; all the hucksters and greengrocers would have to register their joint undertakings. If two fishwomen joined in a boat-load of fish they must register their partnership. Any who lent money to a firm on the condition of participating in the profits must register. This was very delicate ground. Lord Eldon himself never could make up his mind what a partner was. Lord Eldon said,—"The cases have gone to this nicety, upon a distinction so thin that I cannot state it as established upon due consideration, that if a trader agrees to pay another person for his labour in the concern a sum of money, even in proportion to the profit equal to a certain share, that will not make him a partner; but if he has a specific interest in the profits as profits, he is a partner." Again, "It is clearly settled, that if a man stipulates as a reward of his labour he shall have, not a specific interest in the business, but a given sum of money, even in proportion to a given quantum of the profits, that will not make him a partner; but if he agrees for a part of the profits as such, giving him a right to an account, though he have no property in the capital, he is, as to third persons, a partner." The Bill, therefore, would open a wide stream of litigation at the expense of the public. The Bill must be inquisitorial to be carried into effect. Section 21 gave power to the registrars, on application of any persons, to call upon any supposed to belong to an unregistered partnership to give full information on the subject, under a penalty of £10. Such a provision might be made the means of endless vexation. Then, it was provided that if a partnership were not registered it could not sue, and of course this plea of non-registration would be the defence of all dishonest debtors. It was calculated that the first expense of registering partnerships in Manchester alone under this Bill would amount to £1,100, and what a burden would be cast on the trading classes throughout the country! What interest could it be to anyone to know who were the sleeping partners in a concern? The dealings were generally with the ostensible partners, and if anybody should be curious, the best mode of getting the information would be to go and ask. If the information were not satisfactory there remained the alternative of not giving credit, but until an Act of Parliament was passed compelling merchants to give credit such a Bill as this was useless. The only true basis of credit was knowledge of the character, habits, and capacities of the persons with whom dealings were carried on. A prudent man did not trust "Co.," but "Jones," whom he saw and talked to. No doubt in some cases business was carried on under a certain designation when all the original members of the firm had retired; but what difference did that make to the public? As to frauds, the Bill must increase them. What was to prevent dishonest traders or speculators from registering Baring or Rothschild as their partners? Such a proceeding would gain them credit for a little while, and by the time the fraud was discovered they would have levanted. No great practical inconvenience was experienced under the present system; and it was well known that the plea of wrong description of partners referred to was seldom advanced by defendants, because they were obliged to state in it the names and addresses of all their partners, and thus to furnish this information. It would be impossible to keep up this register; at the best it must necessarily be very imperfect and incorrect, and would rather mislead than inform. The Bill was evidently inspired by the registrars. They were the motive power, and it was to their influence with some portions of the mercantile community that the Bill owed its origin. It was true that some of the Chambers of Commerce had petitioned in favour of the Bill, but these very often contained more theorists than practical men—and they could not claim to represent the trading community. Certainly, if the poorer classes of traders and shopkeepers knew what was in store, they would petition en masse against the Bill. He concluded by moving that the Bill be read a second time that day six months.

Mr. MOFFAT seconded the amendment. The law of partnership was in a very defective state, but the Bill would aggravate its evils. It would be vexatious to commercial men, and put a stop to nearly one-fourth of the commercial transactions of the country. If the names of the members of a firm were wanted for a legitimate purpose, there would be no difficulty in obtaining them without the objectionable process suggested. Frequently a person of wealth was the partner of a merchant or a tradesman merely in one transaction, and great injustice would be inflicted upon creditors by the registration of such person as a partner, as it would be presumed that he was a partner in every transaction. The Bill would merely lay a snare for creditors, and he therefore supported the amendment.

Mr. BAXTER said, he was not convinced that the House ought not to assent to the second reading of the Bill. He had been urged by many mercantile friends to introduce such a measure as this, and he had, in fact, prepared one, and would have introduced it, had he not been anticipated. The member for Plymouth had stated no reasons for his assertion that the Bill would deter capitalists from advancing money to young men to carry on trade: he had spoken of the facility with which in most instances the names of the partners in a firm could be obtained, but he could not deny that in some instances it was impossible to obtain them. It was said that the names of the partners in a single adventure would have to be registered under this Bill, but the interpretation clause simply provided that the names of persons who carried on business as a firm should be registered. It was also said that the Bill would impose a tax upon poor greengrocers and hucksters. Well, there had been recently many remarkable instances of fraud committed by those people, and a measure of the sort was as necessary with regard to them as to the largest traders. The member for Plymouth had cautioned the House against passing the Bill, because it was difficult to define who was a partner. But the Bill did not attempt to define who was and who was not a partner; it simply provided that such persons as were partners in the present acceptation of the term should be registered. The Bill had been denounced as inquisitorial, but he (Mr. Baxter) could not conceive why any honest firm should be afraid of the names of the partners being made known to all. The Bill would put a check upon firms who were carrying on business on false pretences. The tax on the commercial community would be infinitesimally small. Most of the objections against the Bill were merely against details. In no other commercial country that he knew of was there the practice of retaining the original designation and title of a firm when the old and money partners had retired. The mercantile crisis of 1857 proved that that practice prevailed in this country to a ruinous extent, and that it enabled young men who had no capital to carry on vast commercial transactions. He believed that the Bill was called for by the great majority of commercial men, and he would aid the endeavour to pass it into a law.

Mr. WARREN thought it should be a fixed axiom that the state should interfere as little as possible with commercial transactions, and that of all the branches of mercantile law that which related to partnership was the most delicate and difficult to touch without injuring. Could anyone say that the law of joint-stock companies was now on a satisfactory footing? But this Bill carried legislative interference further, for it would interfere with every partnership transaction, however private. In fact, its object was to drag the concerns of private partnerships before the public, and the result would be, the driving of capital out of trade. Small traders were generally enabled to carry on business by loans from such persons as had an interest in their welfare, and a desire to increase their own capital. If the small traders were aware of the object of this Bill the table of the House would be groaning under the weight of petitions against it. The moment that capitalists knew that under this Bill advances to small traders would bring them under the bankrupt law they would withdraw their money. Many men who lent to young traders would shrink if it were known that they lent their money for the carrying on of trade. But the Bill would have this more serious effect upon the trader himself: those with whom he now dealt imagined that he had only his own limited resources to draw upon, and that he was therefore compelled to carry on his business with prudence; but as soon as they knew that he was connected with some person of wealth, they would tempt him to enlarge his speculations, and by reckless trading he would bring himself to ruin. He (Mr. Warren) could not concur in the attack which had been made by the member for Plymouth upon the association which met at Birmingham during the last recess for the advancement of social science. Still, if this Bill was one of their measures, they had not succeeded in bringing the light of science to bear effectually upon the subject. He entreated the House to reject the Bill.

Mr. BAINES supported the Bill, because he had no doubt as to the excellence of its principle, to which the greater part of the objections of the member for Plymouth did not apply. The Birmingham and the Liverpool Chambers of Commerce had petitioned the House, not against its principle, but for an alteration of its details. The chief question to which a man entering into a contract desired a satisfactory answer was, "With whom am I about to deal?" and this Bill would enable him to obtain that information. One of the principal results of this Bill would be, the prevention of fictitious trading and false credit. Joint-stock banks had now for some years been compelled to register the names, residences, and occupations of all

their partners; but it had not been suggested that any of the partners suffered inconvenience or injustice thereby, or that joint-stock banks had complained of the inquisitorial nature of that registration. And cognovits, warrants of attorney, bills of sale, and other things of that kind required to be registered. Why? In order to give that information which the trader could not otherwise obtain. The Bill would tend to prevent chicanery and litigation. In commercial circles there was a strong desire that the Bill should be passed, and that was an important consideration. Various Chambers of Commerce in England and commercial associations in Scotland had petitioned in favour of the Bill, and he should give it his cordial support.

Mr. WEGUELIN objected to the Bill, for it proposed to do that which was in direct opposition to all rules which governed the commerce of the country. In a measure of this kind details could not be separated from the principle of the Bill, and the details were most objectionable. It was said that business under the present system was carried on upon false pretences. To that he gave a distinct denial, for it was to persons known that credit was given, and not to those not known. What the public required to know was not who joined a firm, but who retired from it, and that was already provided for by the Gazette. Under the provisions of the Bill persons of whom the other partners were ignorant might register themselves as partners in a firm, and thus obtain undue credit. Bankers were called upon to register on account of the restriction as to numbers, and not upon the principle of the present Bill, and even in the case of banks registration had been carried too far. As to cognovits and warrants of attorney, the principle of registering them was not analogous to the principle of the Bill, for that registration bore a much closer resemblance to advertising the dissolution of partnership in the Gazette. The majority of commercial men would, no doubt, agree to the application of the principle as regarded banking business, but as regarded the public generally, they well knew how to protect themselves in their transactions. The credit of a house was generally pretty well known, and if persons knew nothing of a firm they would not give it credit. For these reasons he should support the amendment.

Mr. SPOONER thought that the question before the House was, whether persons who gave credit should have the means of knowing to whom they gave that credit; and he concurred in the principle of the Bill as regarded facility of obtaining that information, although he was opposed to its machinery. He would beg the noble lord not to ask members to go into a committee now, at that late period of the session. He was prepared to vote for the second reading, but he would suggest to the noble lord to withdraw his Bill for the present.

Mr. CARDWELL did not see in the Bill any proposal to restrain or guide the transactions of private persons. Publicity was the principle of the Bill, and secrecy was no part of free trade. At present certain persons were compelled to register, and that must be on grounds of practical expediency. Objections had been made to the details of the Bill, and it had been said that it would fetter private transactions. Now, the Bill was drawn to include all those smaller transactions to which the member for Plymouth alluded. The object of the Bill was, that when a firm set up a place of business it should be registered to whom the place of business belonged, and thus that men of straw might be prevented obtaining undue credit. If the laws regarding suing and being sued which applied to corporations could be extended to other bodies, it would remove many difficulties. He did not think that a Bill brought forward by the representative of, perhaps, the greatest commercial community, ought to be rejected on a mere assertion that commercial communities were opposed to the principle of it. He hoped that the details of the Bill would be submitted to a select committee; but he thought that the noble lord would be acting prudently if he withdrew the Bill for the present.

Mr. HENLEY did not think that either the House or the country were in possession of sufficient information to enable them to legislate upon the subject. He was not prepared to ask the House either to affirm or to negative the Bill, but he wished to urge the propriety of waiting until further information had been acquired by a committee of that House. It had been said that under the existing system persons obtained credit, whereas if their real occupations were known they would not; but that would not be affected by the present Bill. A man might have one business in one street, and be engaged in fifty other businesses in different parts of the town; but if he had a register, a great difficulty would arise as to what was a partnership and what was not. It was said that at present men of straw could establish a business and take the profits, and not pay any loss; but the present Bill would not obviate that. The fact was, that by the machinery of the Bill any person might register himself as the partner of another, without any security but his own declaration, and without any notice to the person whose partner he claimed to be; and thus A. might register himself as partner to B. behind his back, and B. might find himself liable for A.'s debts. It might be said, that those were questions of detail; but in dealing with a measure like the present it was very necessary to look at its details. What had taken place with regard to the subject had shown, that, whether the principle of the Bill was sound or not —and upon that he would at present offer no opinion—it was no easy matter to fix its details; and he therefore, until further information was before the House, would not ask them to pledge themselves either for or against the Bill, and he would suggest that the safest course would be to withdraw the measure for the present.

Mr. J. H. GURNEY hoped that the House would not deal rashly with so important a question. He did not know of a single instance in which loss had arisen from the retention by a firm of the name of a deceased or retired partner, or of the style "Co." when the Company was not represented by any partner, yet the propriety of the adoption of such styles might fairly be made the subject of inquiry before a select committee. As to the remedy, he should prefer an alteration of the law so as to make these practices illegal, to a general measure for the regulation of partnerships. This also, however, might properly be inquired into by a committee; and if now pressed to divide he should vote against the second reading of this Bill.

Mr. HORSFALL appealed to the noble lord not to press the second reading. He was himself prepared to affirm the principle of the Bill, but could not accept its details without amendment. He denied that the Chambers of Commerce, in approving this Bill, had acted under the influence of the registrars; in fact, he knew that several had objected to many of its provisions.

Col. W. PATTEN, while supporting the principle of the Bill, and replying to some of the objections which had been urged to it, recommended his noble friend not to press the measure to a division.

Lord GODERICH said, that early in the debate he came to the conclusion that it was right, that, after the Bill had been read a second time, it should be referred to a select committee. He did not think he could now obtain such a committee; and, therefore, if he understood that the President of the Board of Trade would assist him to obtain an inquiry at the earliest period next session, he should withdraw the Bill.

Mr. HENLEY said, he had quite correctly understood him.

The amendment and the motion were then withdrawn, and the order for further proceeding with the Bill was discharged.

Friday, June 25.

FURBER *v.* STURMEY.

Mr. FITZROY asked the Secretary of State for the Home Department whether his attention had been called to the judgment delivered in the Court of Exchequer on the 25th of May last, in "Furber v. Sturmey;" and if so, whether he was prepared to introduce a Bill to alter and amend the 43rd section of the Act 19 & 20 Vict. c. 108, or to take any course to make the law in that respect more satisfactory.

Mr. WALPOLE said, his attention had been called to the judgment. The Lord Chancellor was about to bring in a Bill with reference to the county courts, in which he proposed to insert a clause to amend the 43rd section of the Act referred to.

ACCOMMODATION BILLS.

Mr. BASS asked the Attorney-General whether he contemplated proposing any change in the law affecting accommodation bills of exchange.

The ATTORNEY-GENERAL said, that the subject had been for some time under the consideration of the Government. The result was, certain provisions had been introduced in a Bill, which would shortly be brought in, relating to an amendment of the laws of bankruptcy and insolvency. Dealing in accommodation bills had become an evil of great magnitude; but any legislation upon the subject must be general, and must not interfere with transactions of a perfectly innocent character. In that Bill a provision was introduced, that any bankrupt or insolvent who had issued an accommodation bill—unless, indeed, it bore upon its face its real character, so that no one could be deceived—would be liable to punishment when he came under the operation of the bankruptcy law.

Mr. LOWE wished to know when that Bill would be introduced.

The ATTORNEY-GENERAL said, that Lord J. Russell had given notice that he would introduce a measnre upon the subject; and it was the intention of the Lord Chancellor, at no distant period, to introduce a Bill into the House of Lords, so that the subject would shortly be under the consideration of both Houses of Parliament.

Monday, June 28.

COPYHOLD ACTS AMENDMENT BILL.

This Bill passed through committee.

Tuesday, June 29.

CORRUPT PRACTICES AT ELECTIONS.

Mr. WALPOLE obtained leave to bring in a Bill to continue and amend the Corrupt Practices Prevention Act, 1854. It was intended to continue the present Act for a year and till the end of next session. It also amended the Act in reference to the travelling expenses of electors and the expenses of election auditors.

The Bill was brought up, and read a first time.

Thursday, July 1.

Mr. WARREN obtained leave to bring in a Bill to enable serjeants, barristers-at-law, attorneys, and solicitors, to practise in the High Court of Admiralty.

The Bill was read a first time.

DIVORCE ACT AMENDMENT BILL.

On the motion for postponing the second reading of this Bill to Monday,

Mr. GLADSTONE hoped that this Bill would be taken at an early sitting, when it would be discussed.

The ATTORNEY-GENERAL would name a day on Monday for discussing the Bill.

Law Amendment Society.

This society met on June 7; Lord BROUGHAM in the chair.

Mr. E. WEBSTER read a report from the Equity Procedure Committee on the Bill to amend the course of procedure in the High Court of Chancery.

Mr. F. S. WILLIAMS moved that the report be printed, and taken into consideration at a future meeting. He pointed out the inconveniences of the present system of taking evidence in Chancery, and of the functions assumed by the chief clerks.

Lord BROUGHAM said, that the object of the Act passed some years since was to compel the judge to write out his own decrees. This had been suggested as far back as 1842, by Mr. William Brougham.

Mr. H. F. BRISTOWE seconded the motion, and urged the importance of giving some equity jurisdiction to the county courts.

Admiral SAUMAREZ thought that evidence should be taken in the locality, so as to avoid the expense of bringing a number of witnesses to London.

The motion was put and carried.

Mr. HASTINGS read a report from the Criminal Law Committee, recommending an amendment of the law of false pretences, so as to make the fraudulent obtaining of an acceptance to a bill of exchange punishable as a criminal offence. A draft bill to that effect was subjoined to the report.

After some conversation, Lord Brougham undertook to lay the report before the Lord Chief Justice for his opinion upon it.

The meeting then adjourned.

Births, Marriages, and Deaths.

BIRTHS.

BEDWELL—On June 29, at 84 Park-street, Grosvenor-square, the wife of Francis Alfred Bedwell, Esq., of 3 Old-square, Lincoln's-inn, of a daughter, stillborn.

BRODRICK—On June 26, at 23 Chester-square, the wife of William Brodrick, Esq., of a daughter.

FRANCE—On June 28, at Fuller-house, Ponder's-end, Mrs. F. A. H. France, of a son.

HUME—On June 27, at 6 Melcombe-place, Dorset-square, the wife of George Boughton Hume, Esq., of a son.

JOLLIFFE—On June 24, the wife of William Peter Jolliffe, Esq., Barrister-at-law, of a daughter.

LEWIN—On June 30, at 25 Wimpole-street, the wife of Spencer B. Lewin, Esq., of a daughter.

WRIGHT—On June 26, at 2 Abbey-road, N.W., the wife of Joseph Hornsby Wright, Esq., of a daughter.

MARRIAGES.

BLISS—LINDSAY—On June 26, at Sundridge church, Kent, by the father of the bride, the Rev. John Worthington Bliss, second son of the Hon. Mr. Justice Bliss, Senior Judge of the Supreme Court of the Province of Nova Scotia, to Maria, youngest daughter of the Rev. Menry Lindsay, rector of Sundridge.

BURCHELL—WOOD—On June 24, at the church of St. John the Evangelist, Westminster, by the Rev. T. W. Wrench, rector of St. Michael's, Cornhill, uncle of the bride, assisted by the Rev. J. Jennings, rector of St. John and canon of Westminster, William, only son of William Burchell, Esq., of 42 Upper Harley-street, to Adelaide Maria, third daughter of Joseph Carter Wood, Esq., of Westminster.

HAMMOND—DOLAMORE—On June 26, at St. Bride's, Fleet-street, by the Rev. Charles Marshall, William, youngest son of Henry Hammond, Esq., Solicitor, of 16 Furnival's-inn, and Finchley, to Jane Amy, youngest daughter of Benjamin Dolamore, Esq., of Finchley.

HUDSON—HAMMOND—On June 24, at the parish church, Clifton, by the Rev. P. F. Britton, M.A., rector of Cadeleigh, Devon, Charles Thomas Hudson, Esq., M.A., Head Master of the Grammar School, Bristol, to Louisa Maria Flott, second daughter of the late Freelove Hammond, Esq., Barrister-at-law, Clifton.

HUGHES—WILCOXON—On June 24, at Upton-cum-Chalvey, Bucks, by the Rev. J. R. Williams, brother-in-law to the bride, George Martin Hughes, Esq., of Oak-villas, Haverstock-hill, Hampstead, to Catherine, second daughter of Ralph Wilcoxon, Esq., late of Dulwich, in the county of Surrey.

PAIN—SHORT—On June 22, at St. Saviour's Church, South Hampstead, by the Rev. J. P. Fletcher, Incumbent, Henry Foxton Pain, of Surrey-street, Strand, to Eliza, second daughter of the late William Charles Short, of Abchurch-lane, and Mrs. Short, of Chalcot-villas, Haverstock-hill.

REDL—LUCAS—On June 24, at West Tarring, Sussex, by the Rev. John Wood Warter, Vicar, Charles Arthur Redl, Esq., Rector of the Royal College, Mauritius, to Frances, second daughter of Joseph Lucas, Esq., of Upper Tooting, Surrey.

SWAN—LYCETT—On June 24, at the Church of the Holy Trinity, Westbourne-terrace, by the Rev. J. A. Swan, Incumbent of Staplefield, Sussex, assisted by the Rev. W. B. Cosens, Vicar of Berry Pomeroy, Devon, Benjamin Bousfield Swan, of St. John's College, Cambridge, and of the Inner Temple, Barrister-at-Law, youngest son of the late Graves Chamney Swan, Esq., of Newton-park, county Dublin, Barrister-at-Law, to Laura, youngest daughter of William Lycett, Esq., of 9 Delamere-terrace, Hyde-park.

DEATHS.

LIPSCOMB—On June 28, at No. 8, Clifton-terrace, Winchester, after a short illness, Lancelot Lipscomb, Esq., Solicitor, aged 71.

PULLEN—On July 1, at Holloway, after a long and severe affliction, Louisa, the wife of John Pullen, Esq., of St. Swithin's-lane, and late of Powis-place, Bloomsbury, Solicitor.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BAILLIE, WILLIAM HUNTER, Esq., Lincoln's-inn-fields, Rev. THEOPHILUS LEIGH COOKE, Magdalen-college, Oxford, NATHANIEL BASEVI, Esq., Lincoln's-inn, and JOHN BARCLAY, Gent., Stock Exchange, £2,318: 11 New £3: 10 per Cents.—Claimed by WILLIAM HUNTER BAILLIE and NATHANIEL BASEVI.

BIRCH, JOHN, Grocer, Minster, Isle of Thanet, ISRAEL ABRAHAM, Draper, Ramsgate, and FREDERICK UNDERDOWN, Gent., Ashford, Kent, £20: 17: 3 Consols.—Claimed by JOHN BIRCH, the survivor.

BRIDGES, MARGARET, deceased, Lower Tooting, Surrey, £1,125 Four per Cents.—Claimed by THOMAS BRIDGES, the administrator.

BROOKS, ISRAEL, Gent., Egham, Surrey, £70 Consols.—Claimed by ISRAEL BROOKS.

BROTHERTON, Lieut.-Col. THOMAS WILLIAM, 12th Royal Lancers, New Four per Cents.—Claimed by THOMAS WILLIAM BROTHERTON.

COFIELD, CHARLES, Esq., Burrows-bldgs., Blackfriars-rd., £1,725 Four per Cents.—Claimed by MARY ANN COFIELD, Spinster, sole executrix of CHARLES COFIELD.

GALL, GEORGE LAWRENCE HERBERT, Esq., Conduit-st., Westbourne-ter., £68: 1: 10 New Three per Cents.—Claimed by ELIZABETH GALL, Widow, acting executor.

MAXWELL, Rev. JAMES, Rector of Thorpe, Norfolk; JEHOSAPHAT POSTLE, Esq., of Colney, Norfolk; and JOHN ROBINSON, Esq., of Thorpe, Norfolk, £373: 2: 4 Reduced.—Claimed by ELIZA YOUNG, Widow, Administratrix of the Rev. JAMES MAXWELL, the survivor.

POOLE, JOSEPH BUSCOMBE, Solicitor, and JONATHAN TOOGOOD, Surgeon, both of Bridgewater, £337: 1: 7 Consols.—Claimed by JONATHAN TOOGOOD, the survivor.

ROBERDEAU, PHILADELPHIA CATHERINE, and ELIZABETH BONNIN ROBERDEAU, Spinsters, Beaufort-row, Chelsea, £900 New Four per Cents.—Claimed by PHILADELPHIA CATHERINE ROBERDEAU.

SURTEES, AUBONE ALTHAM, Esq., Navy Pay Office, and JOHN ISAACSON, Esq., Lanwade-hall, Cambridge, £46: 11: 6 New 2½ per Cents., substituted 5th of April, 1854, for £42: 6: 10 Old South Sea Annuities.—Claimed by LIONEL MADISON SURTEES, Administrator de bonis non of AUBONE ALTHAM SURTEES, the survivor.

TIGHE, ROBERT MORGAN, Esq., Coolmore, Cork, £286: 7: Consols.—Claimed by FRANCES ELIZABETH TIGHE, Widow, the sole executrix.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere during the Week.

MARKHAM, EDWARD & MARIE FRANCOISE, and JACQUES MARKHAM (their son), and WILLIAM MARKHAM. Their next of kin to apply by letter only to — Maniere, Esq., 31 Bedford-row, London.

MAY, GEORGE, Cheesemonger, 16A King-st., Westminster (who died in Jan., 1857). Re May's Estate, Childerstone v. May, M. R. *Last Day for Proof*, July 23.

WALKER, MARY FRANCES, daughter of Alexander and Mary Walker, formerly Mary Lucas: she first married Alexander Walker, secondly, John Mortimer. Her relations to apply to — Maniere, Esq., Solicitor, 31 Bedford-row.

Money Market.

CITY, Friday Evening.

During the past week the English Funds have been without animation, and prices have fallen ¼ per cent. The closing price of Consols this afternoon is 95⅛ to 95¼ per cent. for the account on the 8th inst. Foreign securities have been more active, but without any noticeable advance in price.

Railway stock is again depressed. The amount of traffic on those lines which pass through the manufacturing districts has fallen off; thereby showing that the anticipation of increasing trade entertained some weeks back has not yet been realised.

From the Bank of England return for the week ending the 30th June, it appears that the amount of notes in circulation is £20,424,755, being an increase of £975,560; and the stock of bullion in both departments is £17,938,447, showing a decrease of £94,689 when compared with the previous return. The demand for gold for exportation to the continent continues.

The payment to the public of the July dividends at the Bank, and of the Life Annuities at the National Debt Office, will commence on Thursday, the 8th inst.

The usual quarterly abstract of the revenue accounts for the quarter ending June 30, 1858, was published yesterday. In many important points it affords a satisfactory view of affairs. Compared with the corresponding quarter of the previous year, the present quarter shows an increase in excise, stamps, and Post-office, and a decrease in customs and property-tax. The decrease in customs and property-tax amounts to a million and a half, which, reduced by the increased production under the other heads of duty, makes the net decrease of the quarter's revenue rather over one million. The comparative account for the year shows similar results, on an enlarged scale, and makes the net decrease upon the year's revenue £5,188,105.

The falling off in the revenue derived from property-tax could not be less than it is, without some extraordinary increase in the prosperity and the property of the country. In regard to customs, in the year now ended, there has been material relief by lowering the rate of duty on tea, sugar, and some other articles. In previous years it has been a source of lively satisfaction that the amount of revenue has been maintained, notwithstanding the rate of duty has been reduced. That source of satisfaction does not exist at present.

The increased production in excise and stamps is chiefly attributable to additional duties, but a large increase in the duty on spirits is reported to be the result of augmented consumption.

Insurance Companies.

Equity and Law	4
English and Scottish Law Life	4
Law Fire	3½
Law Life	63 4
Law Reversionary Interest	10
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial Law	3½
Medical, Legal, and General	par
Solicitors' and General	par

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	220	221½ 2	221½ 2	222	220½
3 per Cent. Red. Ann...	96 5⅞	95⅞ 6	95⅞ ⅜ ½	95⅞ ½ ⅜	95⅞ ⅜ ⅜	95⅛
3 per Cent. Cons. Ann...	..	..	..	..	..	..
New 3 per Cent. Ann...	95⅞ 6	96 5⅞	95⅞ ⅞ ⅜	95⅞ ½ ⅜	95⅞ ⅜ ⅜	95⅝
New 2½ per Cent. Ann..	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	1⅛	1⅛	1⅛
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	..	..	18⅛	..
India Stock	..	..	..	..	..	..
India Loan Debentures..	99½	99½	99½	..	99½	99½
India Scrip	99½	..	99½	..	99½	..
India Bonds (£1,000) ..	..	..	..	..	..	..
Do. (under £1,000)	17s p	16s p	16s p	15s 20sp	20s 15sp	..
Exch. Bills (£1000) Mar.	34s p	34s 6sp	37s p	32s 1sp	..	30s p
Ditto June	21s p	20s 23sp	22s 22sp	18s 17sp	20s 17sp	..
Exch. Bills (£500) Mar.	34s p	..	..	..	..	..
Ditto June	..	..	20s p	18s p	17s 20sp	..
Exch. Bills (Small) Mar.	34s p	33s p	..	..	..	30s p
Ditto June	20s p	..	20s 23sp	19s 22sp	17s 20sp	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent	101	101	..	100⅞	100¾ 1	101

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	..	..	..	..	..	..
Caledonian	75½	74¾ ¾	..	74 3¼ 4	72¾ 3¼	72½ ¾
Chester and Holyhead..	..	..	..	33	33	33½
East Anglian	..	16½ 16	..	..	..	..
Eastern Counties	60¼ ½	60¼ ½	60¼ 60	59¼	59¼ 60	59¾ 9½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	..	89	89½	..
Edinburgh and Glasgow	..	..	..	..	..	62
Edin. Perth, and Dundee	..	..	..	..	..	..
Glasgow & South-Westn.	..	..	..	..	..	50
Great Northern	100 ¾	100½	..	..	99 ½ 8½	97
Ditto A. Stock	80	84	..	..	81	82
Ditto B. Stock	..	..	..	..	128½	..
Gt. South & West. (Ire.)	103½	..	..	103	..	102½
Great Western	49½ ⅜	49½ ¾ ½	49½ 50	49⅞ 50½	50 49½	50¼ ¼
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	89½	89 ½ ⅝	89	88½ ⅜	88½ ⅜	88½ 9
Lon. Brighton & S. Coast	108	108 7½	..	..	..	107½
London & North-Wstrn..	90 ½	89⅝ ¾ ⅜	89½ ¾ ½	89⅝ ½	88½ 9 ⅜	88¾ ⅜ ½
London & South-Westrn.	92½	..	91 2½	91½ 2	91 ¾ ½	91½ 2
Man. Sheff. & Lincoln..	36⅜ ½	36⅜ ¼	..	36⅜ ¼	..	..
Midland	91¼ ⅜	91 90⅜	90¼ ¾	90¾ 90⅜	90¼ 89⅞	89⅞ 85⅞
Ditto Birm. & Derby	..	..	..	..	..	63
Norfolk	..	..	60	..	..	..
North British	47⅛	47 6½ 6	45⅞	45⅜ ½ ¼	45⅜ 45⅝	44⅜ 5
North-Eastern (Brwck.)	89½	90 89¼	88¼ 9	..	89	88⅜ 9
Ditto Leeds	45 44⅜	45	..	44½	44⅜ ¼	44⅜ ¼
Ditto York	70 69½	69¼ ¾ ¼	69	..	69¼ 8⅛ 9	68⅜ 9
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	28⅜	28	..	..	..	..
Scottish Central	..	103½	..	109½	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	96	..	95
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	43	..
South Devon	..	..	..	..	..	34½ 4
South-Eastern	67½	67 ½ ⅜	..	66	65¾ 6	65¾ 5 6
South Wales	..	..	..	..	..	..
Vale of Neath	..	..	..	..	..	..

Estate Exchange Report.

(For the week ending June 24, 1858.)

AT THE MART.—By Messrs. DAVIS & VIGERS.

Freehold Estate, situate in the parish of Radbourne, Warwickshire, Manor Farm, containing 346a. 26p. of land, with residence and buildings; let at £356 per annum.—Sold for £10,200.

Freehold Residence, No. 11, James-street, Lothian-road, Camberwell New-road; estimated value, £20 per annum.—Sold for £200.

By Messrs. FOSTER.

Freehold, Dunkin's, Bread's and Carden Farm, Billingshurst, Sussex; residence, and 117a. 3r. 23p. arable, pasture, and wood land; also Vetland's Farm, consisting of house and 46a. 3r. 27p. land.—Sold for £1,970.

Copyhold, Woodhouse Farm, adjoining the above, consisting of a barn and cattle shed, and about 57 acres of arable and pasture land.—Sold for £700.

Leasehold, Eastland's Farm, farm-house, cottage, and 86a. 3r. 20p. land; term, 10,000 years from 25th of March, 1564, subject to annual rent of £0 : 15 : 3½.—Sold for £1,010.
Freehold, Young's Farm, Itchingfields, Sussex, house and 16a. of land.—Sold for £380.
Freehold, The Catherine Wheel Public-house, High-street, Gravesend, Kent, with extensive premises in the rear.—Sold for £1,350.
Leasehold, House and Shop, 346a, Strand; term, 42 years from Christmas last, at £93 per annum; let on lease at £140 per annum.—Sold for £460.
Lease of Dwelling House, No. 9, Bloomsbury-square, with coach-house and stable; term, 7 years from Michaelmas, 1857, at £80 per annum.—Sold for £50.

By Mr. C. FURBER.

Leasehold plot of land, Sunbury-common, 5a. 3r. 17p.; term, 500 years from 23rd of May, 1812, at a peppercorn rent.—Sold for £350.
Copyhold plot of land adjoining, 6a. 0r. 14p.—Sold for £360.
Freehold Cottage Residence, Cottages, &c., Frogmore-green, Norwood-green.—Sold for £650.
Copyhold, "The Magpie and Stump" Beer-shop, garden, yard, &c., the Hyde.—Sold for £250.

By Mr. W. M'DONALD.

Leasehold House and Premises, 23, Pelham-road, Brompton; term, 83 years from June, 1844; ground-rent, £6 : 6; let at £42 per annum.—Sold for £365.
Leasehold House, 43, Brompton-row, Brompton; term, 95 years from Ladyday, 1768; ground-rent, £7; let for whole term at £48 per annum.—Sold for £95.
Leasehold, Nos. 45, Brompton-row, and 45, Chapel-place, Brompton; term, 97 years from Ladyday, 1766; ground-rent, £8 : 7 : 6: let at £99 per annum.—Sold for £180.

By Messrs. PRICKETT & SON.

Leasehold tenement, No. 47, Little George-street, Hampstead-road.—Sold for £40.

AT GARRAWAY'S.—By Mr. D. CRONIN.

Copyhold, "The Silver Lion" Public-house, Penny-fields, Poplar, and numerous houses, &c.—Sold for £3,000.
Leasehold Public-house, "The Cock and Neptune," St. George's-street, Ratcliffe-highway; term, 31 years from Midsummer, 1858, at £63 per annum.—Sold for £2,900.
Freehold Corner Public-house, "The Tile Kiln," Tuilerie-street, Hackney-road; let at £60 per annum.—Sold for £1,260.

AT THE MART.—By Messrs. BEADEL & SONS.

Freehold, Pond House Farm, Hornchurch, Essex, House, Farm buildings, 2 cottages, and 52a. 0r. 25p. arable and pasture land.—Sold for £3,400.
Freehold, Great Warley-hall Farm, Great Warley, Essex, dwelling-house, homestead, and 230a. 1r. 1p. arable, grazing, and wood land.—Sold for £9,000.

AT GARRAWAY'S.—By Mr. FURNIS.

An improved rental of £176 : 15 : 3 per annum, secured upon the house and shop, No. 16, Piccadilly; term, 7 years from 5th of April last.—Sold for £650.
An improved rental of £186 : 15 : 3, secured on No. 17, Piccadilly; same term.—Sold for £680.
An improved rental of £78 : 6, arising from Nos. 208 and 209, High Holborn, and workshops in the rear; term, 14½ years from Midsummer next.—Sold for £550.

By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold, Bridge House Farm, Wickford, Essex, family residence, outbuildings, and 186a. 3r. 8p. arable and pasture land.—Sold for £6,800.
Freehold plot of building land, adjoining the Castle-inn, Wickford, 7a. 0r. 27p.—Sold for £400.
Freehold and part copyhold, Hillman's Farm, near the above; dwelling-house, outbuildings, and 145a. 3r. 15p. arable and pasture land.—Sold for £6,400.
Freehold plot of land, Wickford, Essex, known as White Horse-fields, 15a. 0r. 12p.—Sold for £660.
Freehold Cottage, garden, and orchard, Hawkwell, Essex, 1a. 2r. 6p.—Sold for £190.
Freehold plot of arable land, Gravel-pit-field, Hawkwell, with cottage and garden, 4a. 1r. 28p.—Sold for £260.
Freehold and part copyhold, High House Farm, Hawkwell, cottage, garden, and 19a. 3r. 32p. land.—Sold for £810.
Freehold, Golden Cross Farm, Rochford, Essex, cottage, out-buildings, and 53a. 3r. 24p. land.—Sold for £2,700.
Freehold enclosure of arable land, Hawkwell, known as the Tenancies, containing 10a. 2r. 30p.—Sold for £720.
Freehold, New House Farm, Great Sutton, Essex; family residence, outbuildings, &c., and 83a. 2r. 24p. arable and pasture land.—Sold for £6,000.
Freehold, near the church, Sutton, the Tan-yard, with double cottage, outbuildings, &c., in all 2a. 1r. 6p.—Sold for £420.

AT GARRAWAY'S.—By Mr. ALLEN DAVIS.—*June* 21.

Freehold Houses, Nos. 1 and 2, Half-moon-street, Bishopsgate-street; let at £40 per annum.—Sold for £440.
Freehold, Nos. 3 and 4, Half-moon-street; let at £39 per annum.—Sold for £410.
Do. Nos. 2, 3, 4, and 5, Farrar's-rents; let at £72 per annum.—Sold for £765.
Leasehold Residences, Nos. 2 and 3, Harewood-square, Dorset-square; term, 83½ years from Midsummer, 1825; ground-rents, 16 guineas each; let at £69 and £56 : 16 per annum.—Sold for £590 each.
Leasehold Private Residence, No. 4, Harewood-square; same term and ground-rent; let at £85 per annum.—Sold for £710.
Leasehold Residence, No. 31, Manchester-street, Manchester-square; term, 29½ years from Midsummer, 1858; ground-rent, £7 : 10; let at £63 per annum.—Sold for £450.
Leasehold improved rent of £80 : 6 : 8 per annum, arising from Nos. 50 and 51, Mount-street, Grosvenor-square; term, 27½ years from Midsummer, 1858.—Sold for £890.
Ground-rents and improved rents, amounting to £119 : 18 : 6 per annum, arising from coach-houses and stabling, Tavistock-mews, Tavistock-square; term, 39½ years from Midsummer, 1858.—Sold for £870.

AT GARRAWAY'S.—By Messrs. BLAKE.

Freehold Residence, grounds, out-buildings, &c., Harrow Weald-park, near Stanmore, Middlesex, in all about 53 acres.—Sold for £8,550.

By Messrs. OAKDEN & SONS.

Leasehold, 9 Houses, Nos. 1 to 9, Norfolk-terrace, Grange-road, Queen's-road, Dalston, and a cottage in Holly-street; term, 58 years from Ladyday last; ground-rent, £32 : 14; let at £250 per annum.—Sold for £1,810.

By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold, The Ashly Arnwood Estate, near Lymington, Hampshire, family residence, agricultural buildings, and 195 acres of land; let at £160 per annum.—Sold for £5,000.

AT THE MART.—By Messrs. COBB.

Freehold Villa Residence, grounds, &c., Southborough, Bromley, Kent, in all 11a. 0r. 33p.—Sold for £3,600.
Freehold, an old house on Hanwell-moor, Hanwell, with orchard, &c., 3a. 0r. 27p.—Sold for £275.

By Messrs. PRICKETT & SONS.

Leasehold Residence, corner of Grove-road, Stamford-hill, also Woodville cottage, Grove-lane; term, 70 years from Michaelmas, 1821; ground-rent, £28 : 10; let at £113 : 10 per annum.—Sold for £1,120.
Leasehold, Nos. 1 to 6, Grove-lane, Stamford-hill, and 4 cottages and premises in the rear; term, same as above; ground-rent, £2 : 10; let on lease at £10 per annum.—Sold for £110.
Leasehold, Grove Cottage, Grove-lane; same term; ground-rent, £20; let for whole term, at £50 per annum.—Sold for £405.
Leasehold, improved ground-rent of £16 : 15 per annum, arising from Nos. 27 to 33, Wellington-street, Stoke Newington-road; term, 75 years from 25th of Dec., 1838.—Sold for £190.
Leasehold, improved ground-rent of £15 per annum, arising from 35 to 41, Wellington-street; same term as above.—Sold for £185.
Leasehold, improved ground-rent of £10 per annum, secured on Nos. 1 to 10, Brown's-place, John-street, Wellington-street; term, same as above.—Sold for £120.
Do. do. of £9 : 10 per annum, secured on Nos. 1 to 9, John-street, Wellington-street; same term.—Sold for £115.
Freehold Villa Residence, Highfield Cottage, Winchmore-hill, Edmonton.—Sold for £1,130.
Do. 4 Cottages, Nos. 1, 2, 3, and 4, Highfield-row, Winchmore-hill; let at £27 per annum.—Sold for £180.
Do. 4 Cottages near the above; let at £28 per annum.—Sold for £190.

AT THE MART.—By Mr. DEBENHAM.—*June* 22.

Freehold waterside premises, Nos. 2 and 3, Tooley-street, Southwark.—Sold for £11,050.
Freehold, one-third part of an entire 36th share in the Adventurers' Moiety, New River Company, producing upwards of £298 per annum.—Sold for £6,600.

AT GARRAWAY'S.—By Messrs. DAVIS & VIGERS.

A ground-rent of £13 : 10 per annum, secured upon Nos. 6, 7, and 8, Regent-street, Princes-road, Lambeth, and two tenements in the rear; term, residue of 53½ years from Lady-day, 1817.—Sold for £80.
Leasehold, improved ground-rent of £35 per annum, secured upon Nos. 9 to 13, Cornwall-road, Lambeth, and premises in the rear; term, 55 years from Midsummer next.—Sold for £380.
Leasehold, ground-rent of £50 per annum, secured upon Nos. 1 to 7, New-street, Borough-road, Southwark, also cottage, yard, stables, &c., in New-street; term, 59 years from 23rd of June, 1830, at the rent of one farthing.—Sold for £605.
Leasehold, improved ground-rent of £113 : 12 : 9, secured upon Nos. 43 to 56, Lower-marsh, Lambeth, and premises in the rear; term, 90 years from Midsummer, 1821.—Sold for £1,505.
Freehold, House and Shop, No. 8, Maiden-lane, Covent-garden; let at £55 per annum.—Sold for £760.
Leasehold Residence, No. 14, Upper Porchester-street, Paddington; term, 92½ years from 25th of March, 1832; ground-rent, £5; let at £60 per annum.—Sold for £600.

AT THE MART.—By Messrs. TOPLIS & HARDING.

Freehold Residence, "Blenheim House," Bath-road, Hounslow; estimated value, £80 per annum.—Sold for £760.
Freehold semi-detached Villa Residence, No. 3, Laburnham-villas, near the above; estimated value, £35 per annum.—Sold for £260
Freehold, a similar Residence, No. 2, Laburnham-villas.—Sold for £260.
Copyhold Mansion, "Romans," Southall-green, Middlesex.—Sold for £850.
Freehold meadow, opposite the above, about 3 acres.—Sold for £550.

By Mr. E. LUMLEY.

Leasehold, Nos. 53, 54, and 55, Queen's-road, Bayswater; let at £42 per house; term, 84 years from Midsummer, 1813; ground-rent, £7 per house.—Sold for £410 each.
Leasehold Residence, No. 56, Queen's-road; let at £45 per annum; same term and ground-rent.—Sold for £415.
Leasehold, semi-detached Residence, No 11, Edith-grove, Brompton; term, 69 years from 24th of June, 1857; ground-rent, £7; estimated value, £75 per annum.—Sold for £715.
Freehold Houses, Nos. 25 and 26, Sydney-street, Green-street, Bethnal-green; also a plot of ground in the rear, fronting Norton-street.—Sold for £302.

London Gazettes.

Bankrupts.

ERRATUM—*In the Tuesday's list of Bankrupts of last week, the notice as to the Bankruptcy of* THOMAS BEET, *should have been as follows:—*

BEET, THOMAS, Merchant, Sheffield, and WILLIAM JONATHAN BEET, Merchant, Sheffield. *Com.* West; July 3 and Aug. 7, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sols.* Branson & Son, Sheffield. *Pet. for Arrngt.* Mar. 3.

TUESDAY, *June* 29, 1858.

BLACKHAM, GEORGE (Blackham, Brothers), Grocer, Birmingham. *Com.* Balguy: July 10 & 31, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* Baker, Bennett's-hill, Birmingham. *Adjn.* June 25.

CHURCHMAN, CHARLES, Agricultural Implement Factor, Hertford. *Com.* Fane: July 9, at 12.30; and Aug. 6, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Armstrong, 5 Guildhall-chambers, Basinghall-st.; or Turnley & Sharman, Bedford. *Pet.* June 24.

CROPPER, JOHN, Miller, Old Park-mill, Sheffield. *Com.* West: July 10 and Aug. 7, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sols.* Chambers & Waterhouse, Sheffield. *Pet.* June 16.

FISHER, JOHN, Builder, Nottingham. *Com.* Balguy: July 15 and Aug. 3, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Parsons & Son, Nottingham. *Pet.* June 25.

KING, JOHN, Clothier, Bradford, Wilts. *Com.* Hill: July 12 and Aug. 16, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Merrick, Bradford; or Abbot, Lucas, & Leonard, Bristol. *Pet.* June 26.

KNAPP, ALFRED, & ENOCH DAVIES, Builders, Newport, Monmouthshire. *Com.* Hill: July 12 and Aug. 10, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Small-st., Bristol. *Pet.* June 18.

MAJORS, JOHN, Timber Dealer, Liverpool. *Com.* Perry: July 12 and Aug. 2, at 11; Liverpool. *Off. Ass.* Cazenove. *Sol.* Etty, 33 Lord-st., Liverpool. *Pet.* June 21.

OWEN, JOHN, Slate Merchant, Rhyl, Flintshire. *Com.* Perry: July 14 and Aug. 2, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Evans & Son, Commerce-ct., Lord-st., Liverpool; or Wyatt & Sisson, St. Asaph, Flintshire. *Pet.* June 21.

SMITH, JOSEPH, Maltster, Tewkesbury, Gloucestershire. *Com.* Hill: July 12 and Aug. 16, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Holland, Gregory, & Whatley, Upton-on-Severn; or Abbot, Lucas, & Leonard, Albion-chambers, Bristol. *Pet.* June 12.

THORNE, WILLIAM, Artificial Flower Maker, 4A Cripplegate-bldgs., and lately of Houndsditch, Draper. *Com.* Goulburn: July 12, at 12; and Aug. 9, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry. *Pet.* June 28.

WALKER, WILLIAM, Woolstapler, Bradford, Yorkshire. *Com.* West: July 9, and Aug. 6, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Baker, 34 Lime-st., London; or Dibb, Atkinson, & Piper, Leeds. *Pet.* June 18.

FRIDAY, *July* 2, 1858.

AVERY, WILLIAM, Ship Owner, Bristol. *Com.* Hill: July 13 and Aug. 10, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* June 19.

BAYLIS, JAMES, Crape and Lace Warehouseman, 6 Carey-lane. *Com.* Goulburn: July 12 and Aug. 16, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Leete, 36A Wood-st. *Pet.* June 17.

BENNETT, JOSEPH, Contractor for Public Works, Bridge-row-wharf, Pimlico. *Com.* Holroyd: July 20, at 2.30; and Aug. 17, at 11; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* July 1.

BISSELL, NATHANIEL, Innkeeper, Cross-inn, Kingswinford, Staffordshire. *Com.* Balguy: July 14 and Aug. 4, at 10; Birmingham. *Off. Ass.* Whitmore, *Sols.* William & Brooke Robinson, Dudley; or James & Knight, Birmingham. *Pet.* June 29.

BURTON, JAMES, Bookseller, Atherstone, Warwickshire. *Com.* Balguy: July 14 and Aug. 4, at 10; Birmingham. *Off. Ass.* Whitmore. *Sols.* Baxter & Son, Atherstone; or James & Knight, Birmingham. *Pet.* June 30.

CHRISTMAS, CHARLES, Provision Merchant, 5 Farringdon-st. *Com.* Goulburn: July 12 and Aug. 9, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Pocock & Poole, 58 Bartholomew-close. *Pet.* June 30.

PAINE, HENRY, Tailor, 234 Strand. *Com.* Evans: July 15, at 1.30; and Aug. 12, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Wood, 12 Copthall-ct. *Pet.* June 29.

REISNER, WILLIAM (W. Reisner & Co.), Commission Merchant, 40 Broad-st.-bldgs. *Com.* Fane: July 16, at 12; and Aug. 13, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry. *Pet.* June 29.

SALT, HERBERT, Flour Dealer, Everton, Liverpool. *Com.* Perry: July 15 and Aug. 12, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Duke, Liverpool. *Pet.* June 24.

SPARK, ALFRED, Manufacturing Jeweller, late of Hunter-st., Brunswick-sq. *Com.* Holroyd: July 13, at 2; and Aug. 17, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* June 28.

STRATFORD, JOSEPH, Baker, 20 Pelham-st., Thurlow-sq., Brompton. *Com.* Fane: July 15, at 11; and Aug. 13, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Moss, 15 Fish-st.-hill, Gracechurch-st. *Pet.* July 1.

WRAY, GEORGE, Shoemaker, Glaneford Briggs, Lincolnshire. *Com.* Ayrton: July 14 and Aug. 11, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Hett & Freer, Brigg; or England & Saxelby, Kingston-upon-Hull. *Pet.* June 23.

BANKRUPTCY ANNULLED.

FRIDAY, *July* 2, 1858.

BOYS, GEORGE, Builder and Licensed Victualler, Park-st., Bromley, Middlesex.—June 28.

MEETINGS.

TUESDAY, *June* 29, 1858.

BROUGHTON, THOMAS ARBUTHNOT BROWN, Corn Merchant, Welch Back, Bristol. *Further Div.* July 22, at 11; Bristol. *Com.* West.

BRYAN, EDWARD, Innkeeper, late of Kington, Herefordshire, now of Lower Mowley, Stanton-upon-Arrow, Herefordshire, out of business. *Div.* July 22, at 11.30; Birmingham. *Com.* Balguy.

CHAFE, WILLIAM TREBBY, Ironfounder, Devonport. *Aud. Accts. & Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

COCK, GEORGE, Grocer, Plymouth. *Aud. Accts. & Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

DAVIES, FREDERIC READ, Auctioneer, 42 Union-st., Plymouth. *Aud. Accts. & Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

DEAN, GEORGE, Napies and Sardinian Cord Manufacturer, Nottingham. *Div.* July 20, at 10.30; Shire-hall, Nottingham. *Com.* Balguy.

DEANE, GEORGE, & FREDERICK YOULE, Merchants, Liverpool. *Div.* July 20, at 11; Liverpool. *Com.* Perry.

FLETCHER, JOHN FLETCHER, Surgeon and Apothecary, Long Sutton, otherwise Sutton St. Mary's, Lincolnshire. *Aud. Accts. & Div.* July 20, at 10.30; Shire-hall, Nottingham. *Com.* Balguy.

GILL, ROBERT HENRY, Innkeeper, Hartlepool. *Div.* July 20, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

GREENWOOD, THOMAS, & SAMUEL KING, Builders, Cannon-st., and St. Aubyn-st., Devonport. *Aud. Accts. & Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

HINDHAUGH, MARY, & ARTHUR FERDINAND DE NEUMANN (N. Hindhaugh & Co.), Timber Merchants, Newcastle-upon-Tyne. *Div.* sep. est. of M. Hindhaugh, July 21, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

KIRKUP, LANCELOT, Iron Ship-Builder, Newcastle-upon-Tyne. *Div.* July 21, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

MARE, FRANCES, GEORGE KEEN, & EDMUND JOHN EARDLEY MARE (J. E. Mare & Co.), Ironfounders, Plymouth. *Aud. Accts. & Div.* joint est., and sep. est. of G. Keen, July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. *Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

PRICE, ROWLAND, Scrivener and Share Dealer, Stourbridge, Worcestershire. Creditors to meet at office of Edwin & Herbert Wright, 6 Waterloo-st., Birmingham, on July 24, at 12, to agree to an offer of composition to be then made.

RANSON, JOHN, Ship-Owner, Sunderland, Durham. *Last Ex.* (*by adj.* from June 16), July 12, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

REVERS, THOMAS, Grocer, Broadway, Worcestershire. *Div.* July 22, at 11.30; Birmingham. *Com.* Balguy.

THOMAS, DAVID, Grocer, 47 Bedford-st., Plymouth; 18 Union-st., Plymouth; and 19 Tavistock-st., Devonport. *Aud. Accts. & Div.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

THOMPSON, ROBERT, Builder, West Hartlepool. Durham. *Last Ex.* (*by adj.* from June 21), July 12, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

THOMPSON, WILLIAM, Dealer in Artificial Manures, Tamerton Foliott, Plymouth. *Aud. Accts. & Prf. of Dbts.* July 23, at 1; Athenæum, Plymouth. *Com.* Bere.

TURNER, WILLIAM, & THOMAS MASON, Cotton Spinners, New Mills, near Ashbourne, Derbyshire. *Aud. Accts. & Div.* July 20, at 10.30; Shire-hall, Nottingham. *Com.* Balguy.

VEITCH, ANDREW, Music Seller, Newcastle-upon-Tyne. *Final Div.* July 21, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

YEATS, JAMES SEBASTIAN, Stock and Share Broker, 6 Bank-chambers, Lothbury. *Div.* July 21, at 11; Basinghall-st. *Com.* Fonblanque.

FRIDAY, *July* 2, 1858.

ADAM, WILLIAM, Merchant, 34 Great Tower-st. *Div.* July 23, at 12; Basinghall-st. *Com.* Fane.

ALLEN, STEPHEN, & HENRY JONAS SMITH, Merchants and Money Dealers, Mark-lane-chambers, Mark-lane. *Div.* July 23, at 11; Basinghall-st. *Com.* Fane.

ARMSTRONG, ROBERT, Builder, South Shields. *Last Ex.* (*by adj.* from May 5) July 14, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BACKHOUSE, THOMAS, Painter, Leeds. *Div.* July 23, at 11; Commercial-bldgs., Leeds. *Com.* West.

BLACKETT, JAMES, Grocer, Leeds. *Div.* July 23, at 11; Commercial-bldgs., Leeds. *Com.* West.

BRINDLEY, JOHN, Brickmaker, Chester, formerly of Tarvin, Cheshire. *Div.* July 29, at 11; Liverpool. *Com.* Perry.

BUTLER, WILLIAM, Victualler, Holborn-hill. *Div.* July 23, at 11; Basinghall-st. *Com.* Fane.

HANSON, BENJAMIN, Cotton Waste Dealer, Paddock, Huddersfield. *Div.* Aug. 2, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

HARRISON, HENRY, Tailor, Sheffield (Henry Harrison & Co.) *Div.* July 24, at 10; Council-hall, Sheffield. *Com.* West.

HAWKINS, HENRY JONATHAN, Licensed Victualler and Dairyman, late of 1 Midway-ter., Lower-rd., Rotherhithe, now of 7 Midway-ter., Lower-rd., Rotherhithe, Dealer in Milk. *Div.* July 26, at 11.30; Basinghall-st. *Com.* Goulburn.

HURST, ARCHIBALD, Manure Manufacturer and Wharfinger, Bull Head Dock, Rotherhithe, late of Newman's-ct., Cornhill. *Div.* July 26, at 11; Basinghall-st. *Com.* Goulburn.

LACKERSTEEN, AUGUSTUS ALEXANDER, Merchant, 2 Broad-st.-bldgs. (A. A. Lackersteen & Co.) *Div.* July 23, at 11.30; Basinghall-st. *Com.* Fane.

NORBURY, THOMAS, & RICHARD RIDDLOSS, Silk Manufacturers, Manchester. *Further Div.* July 26, at 12; Manchester. *Com.* Jemmett.

PEPPER, JOHN, & EDWIN ADDY HOLMES, Grocers, 13 Waingate, Sheffield. *Div.* July 24, at 10; Council-hall, Sheffield. *Com.* Balguy.

PORTER, JOSEPH, Screw Bolt Manufacturer, Salford, Lancashire, lately in partnership with Edward Rowell (Rowell & Porter) as Accountants. *Div.* July 26, at 12; Manchester. *Com.* Jemmett.

PORTER, THOMAS, Woolstapler, Frome Selwood, Somerset. *Div.* July 22, at 11; Bristol. *Com.* Hill.

RAWNSLEY, SAMUEL, Brush Manufacturer, Halifax. *Div.* July 23, at 11; Commercial-bldgs., Leeds. *Com.* West.

RIGBY, THOMAS THRELFALL, Merchant, Runcorn, Cheshire (Threlfall, Rigby & Co.) *Div.* July 26, at 11; Liverpool. *Com.* Perry.

SHARP, JOHN, Innkeeper, Tickhill, Yorkshire. *Div.* July 24, at 11; Council-hall, Sheffield. *Com.* West.

SHAW, JOHN, & JOSEPH SHAW, Tailors, Sheffield. *Div.* sep. est. of J. Shaw, July 24, at 10; Council-hall, Sheffield. *Com.* West.

SHAW, WILLIAM, Oil and Linseed Cake Dealer, Tudor-st., Sheffield. *Div.* July 24, at 10; Council-hall, Sheffield. *Com.* West.

SKAIFE, JOSEPH, Corn Miller, Keighley, Yorkshire. *Div.* July 23, at 11; Commercial-bldgs., Leeds. *Com.* West.

Stevenson, William, Auctioneer, Sheffield. Creditors to meet at Council-hall, Sheffield, on July 24, at 10, to decide upon an offer of composition, made to the creditors at a Meeting held at the Town-hall, Sheffield, on May 25 last.

DIVIDENDS.

Tuesday, *June* 29, 1858.

Arnold, Benjamin Pain, Manufacturer and Warehouseman, Manchester. Div. 2s. 10d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

Campin, Henry, Warehouseman, 87 Watling-st. Second, 4½d. *Lee*, 20 Aldermanbury; June 30, and three subsequent Wednesdays, 11 to 2.

Challenger, Henry, Publican, Bristol. Div. 5s. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Cooper, Valentine, Innkeeper, Cheltenham. Div. 7d. *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Haakman, Henry John, & William Jansen, Merchants, 8 Crutched Friars. First, 1s. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

Harris, Rice, & Rice Williams Harris, Glass and Alkali Manufacturers, Birmingham. First, 10¾d. joint est.; First, 8s. 10d. sep. est. R. Harris; and First, 6s. 4d. sep. est. R. W. Harris. *Whitmore*, 19 Temple-st., Birmingham; any Tuesday, 11 to 3.

Hughes, David, Grocer, Tredegar. First, 1s. 8d. *Acraman*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Lamb, Thomas, Grocer, Manchester. First, 2s. 4½d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Payne, John Comberbach, Ironmonger, Manchester. First, 3s. 4d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Roper, Thomas, Druggist, 6 Falcon-sq. Second, 1s. 7½d. *Lee*, 20 Aldermanbury; June 30, 11 to 2.

Smith, William, Grocer, Bolton-le-Moors. First, 11½d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

Tozer, Henry, Tinplate Worker, 3 Deane-st., Soho, and 3 Cranbourne-st., Leicester-sq. First, 1d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

Friday, *July* 2, 1858.

Bailey, William Lamont, & Richard Harvey, jun., Merchants, 23 Crutched-friars. First, 3s. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Bardgett, William, & John Picard, Corn Factors, Mark-lane-chambers, and Old Corn Exchange, Mark-lane. First, 8d. joint est.; and First, 90s. sep. est. W. Bardgett. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Benjuban, Jacob Levy, Merchant, 6 Magdalen-row, Great Prescott-st., Middlesex. Second, 2½d., sep. est. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Benjuban, Joshua Levi, Merchant, 6 Magdalen-st., Great Prescott-st. Third, 5s., sep. est. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Benjuban, Samuel Levy, Merchant, 6 Magdalen-row, Great Prescott-st. Fourth, 2½d., sep. est. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Böhtlingk, Alexander, & Georg Arnold Gustav Esser. First, 1s. 9d., joint est.; and 20s., sep. est. A. Böhtlingk. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

Capern, Francis Meredith, Lace Manufacturer, Nottingham. Second, 7d. *Harris*, Middle-pavement, Nottingham; on Monday next, or three following Mondays, 11 to 3.

Ellis, Owen. First, 5s. 2d. *Morgan*, 10 Cook-st., Liverpool; any Wednesday, 11 to 2.

Filler, William Bromley, Merchant, 41 Lime-st. First, 1s. 3d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Horner, Thomas, House Decorator, 15 Hart-st., Bloomsbury. Second, 2s. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Millinger, Charles, Umbrella and Parasol Manufacturer, 22 Fore-st. First, 1s. 6d. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Pells, John, Corn and Coal Merchant, Elmswell, Suffolk. First, 2s. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *June* 29, 1858.

Atkinson, Henry William, & Thomas William King, Builders, Sutherland-gardens, Maida-vale. July 22, at 1.30; Basinghall-st.

Fletcher, John Fletcher, Surgeon and Apothecary, Long Sutton, otherwise Sutton St. Mary's, Lincolnshire. Aug. 3, at 10.30; Shire-hall, Nottingham.

Hill, John, Plumber and Glazier, High-st., Evesham, Worcestershire. July 26, at 10; Birmingham.

Holberry, Martha, Parchment Manufacturer, Caversham, Oxon. July 22, at 2; Basinghall-st.

Rook, Thomas, Contractor and Dealer in Manure, Gibraltar-walk, Bethnal-green, and Victoria-wharf, Earl-st., Blackfriars. July 20, at 11.30; Basinghall-st.

Seddon, John, Shipwright, Liverpool. July 22, at 12; Liverpool.

Tetlow, Silas, Cotton Waste Dealer, Oldham, Lancashire. July 21, at 12; Manchester.

Whittingham, Joseph, Boot and Shoe Maker, Liverpool. July 22, at 11; Liverpool.

Friday, *July* 2, 1858.

Baxter, Joseph, William Thornton, & Joseph Galloway, Manufacturers, Eccles-hill, near Bradford, Yorkshire, and Stanningley. July 23, at 11; Commercial-bldgs., Leeds; on appion. of J. Baxter and W. Thornton.

Beagle, James, Upholsterer, 99 Bridge-rd., Lambeth. July 26, at 1; Basinghall-st.

Callow, Joseph, Ribbon and Trimming Manufacturer, Coventry. July 22, at 10; Birmingham.

Cater, William, Maltster, Ware, Herts. July 23, at 11.30; Basinghall-st.

Hall, James Bowman, Druggist, Tideswell, Derbyshire. July 24, at 10; Council-hall, Sheffield.

Hanson, Benjamin, Cotton Waste Dealer, Paddock, Huddersfield. July 26, at 11.30; Commercial-bldgs., Leeds.

Hawley, Charles, Grocer, Tipton, Staffordshire. Aug. 9, at 10; Birmingham.

Ingledew, Thomas, & Bernard Ingledew, Coal Fitters, Middlesborough, Yorkshire. July 23, at 11; Commercial-bldgs., Leeds.

Jones, William, Innkeeper, East Grinstead, Sussex. July 26, at 12; Basinghall-st.

Lisett, George, Busk Manufacturer, Sheffield. July 24, at 10; Council-hall, Sheffield.

Mare, George, Miller, Newcastle-under-Lyme, Staffordshire. July 23, at 10; Birmingham.

Meeks, John, Upholsterer, Leamington Priors, Warwickshire. July 26, at 10; Birmingham.

Poynter, John, Draper, Guisborough, Yorkshire. July 23, at 11; Commercial-bldgs., Leeds.

Roberts, John, Tailor, Taunton. July 28, at 11; Queen-st., Exeter.

Smith, Samuel, Woollen Manufacturer, Batley Carr, Dewsbury. July 23, at 11; Commercial-bldgs., Leeds.

Wicks, Jacob, Broker, Small-st., Bristol. July 26, at 11; Bristol.

Williams, Charles, Ship Smith, Cardiff. July 27, at 11; Bristol.

Worsley, Thomas, Cotton Spinner, Cat Clough, Baxenden, Lancashire. July 23, at 12; Manchester.

To be delivered, *unless* Appeal *be duly entered.*

Tuesday, *June* 29, 1858.

Böhtlingk, Alexander, & Georg Arnold Gustav Esser, Merchants, Liverpool. June 22, 1st class.

Glasson, John, Steam Boiler Maker, Newark-upon-Trent. June 22, 3rd class.

Hemming, Samuel, Builder, Birmingham. June 21, 2nd class.

Jenner, Arthur Rice, Buyer and Letter-Out to Hire of Threshing Machines, Hartley-row, Winchfield, Hampshire. June 22, 3rd class; to be suspended for 12 mos. from May 21.

Pierce, John, 18 Ironmonger-lane, and 54 Liverpool-st., Bishopsgate, Carpenter and Builder, and of Martha's Tavern, 48 Coleman-st., Licensed Victualler. June 23, 2nd class.

Rattray, Thomas, Ironmonger, 18 Bedford-pl., Commercial-road East. June 23, 1st class.

Sickelmoore, Thomas, Currier, Gabriel's-hill, Maidstone, Kent. June 19, 3rd class; to be suspended for 3 mos. from May 19.

Tyack, William, Innkeeper, Camborne, Cornwall. June 23, 2nd class.

Friday, *July* 2, 1858.

Allen, Stephen, & Henry Jonas Smith, Merchants & Money Dealers, Mark-lane-chambers, Mark-lane. June 25, 3rd class, to H. J. Smith.

Barker, William, Innkeeper, Dunnington, Yorkshire. June 28, 3rd class.

Blow, Robert, & John Blow, Corn & Coal Merchants, Great Grimsby, Lincolnshire. June 9, 3rd class.

Chicken, William, Licensed Victualler, Ironbridge Tavern, Barking-rd., Bromley, Middlesex. June 25, 2nd class.

Cox, George, Grocer, Wrexham, Denbighshire. June 24, 2nd class, subject to a suspension of 6 mos.

Craven, Thomas, & Jesse Craven, Ironfounders, Bradford, Yorkshire. June 28, 3rd class.

Crossley, William, & George Crossley, Cotton Spinners, Elland, Yorkshire. June 25, 3rd class.

Fox, George, Ironmonger, Kew-green, Kew. June 25, 2nd class.

Hanson, Joshua, & James Hanson, Woollen Spinners, Huddersfield. June 28, 3rd class.

Hassell, Samuel Talbot, Merchant, Kingston-upon-Hull. June 23, 3rd class; subject to a suspension of 2 yrs.

M'Calman, Colin, Ship Chandler, Liverpool, and at Prince Edward's Island, in co-partnership with James Wilson (Wilson, Brown, & Co.) June 17, 1st class to Colin M'Calman.

Morrison, Thomas, Coal Merchant, Rhyl, Flintshire. June 17, 2nd class.

Page, Robert, Coal Owner, Forest of Dean, Gloucestershire; and Dover, Kent, Grocer. June 23, 1st class.

Pelham, George Browne, Builder, 11 Albert-st., Camden-town. June 25, 2nd class.

Rowley, Samuel, Grocer, Sheffield. June 12, 3rd class.

Seaton, William Newbould, Table Knife Manufacturer, Sheffield. June 12, 3rd class.

Sharp, John, Innkeeper, Tickhill, Yorkshire. June 12, 3rd class.

Sidden, Thomas, Coal Merchant, &c., Rochester, Kent. June 25, 2nd class.

Sullivan, Joseph, Victualler, Canterbury-hall, Maryleport-st., Bristol. June 20, 2nd class.

Taylor, Thomas, Earthenware Dealer, Halifax. June 11, 3rd class.

Taylor, Thomas, Flint Grinder, Moddershall Mill, near Stone, Staffordshire. June 25, 2nd class.

Wainwright, Thomas, Cattle Salesman, Dunham-o'th'-Hill, Cheshire. June 25, 3rd class.

Wilkins, James, Draper, Ketley, near Wellington, Salop. June 25, 2nd class.

Wilson, Charles Albert, & William Walker Wilson, Pianoforte Dealers Leeds. June 11, 3rd class.

Professional Partnerships Dissolved.

Tuesday, *June* 29, 1858.

Blake, Richard Henry, & John D. Blake, Attorneys and Solicitors, Langport, Somerset; by mutual consent. June 24.

Bourne, Joseph Green, Henry Money Wainwright, & James Samuel Bourne, Attorneys and Solicitors, Dudley, Worcestershire; by effluxion of time. June 24.

Rymer, John Smaith, Archibald Murray, William Henry Rymer, & Howard William Mansfield Jackson, Attorneys and Solicitors, 26 Charles-st., St. James's-sq.; by mutual consent, as regards J. S. Rymer, and A. Murray. June 28.

Assignments for Benefit of Creditors.

Tuesday, *June* 29, 1858.

Baker, Thomas Ham, Grocer, Cardiff. June 9. *Trustees*, J. Hibbert, Provision Merchant, Cardiff; J. D. Thomas, Auctioneer, Cardiff. Sols. Waldron, Cardiff.

Green, Robert, Manufacturer of Vermin Poisons, Broumlow-hill, Liverpool. June 24. *Trustees*, R. H. Fraser, Printer, Cable-st., Liverpool; J. Sadler, Printer, Moorfields, Liverpool. Creditors to execute before July 24. *Sol.* Husband, 18 Rasnett-st., Liverpool.

Horday, James, & James Leech, Silk Manufacturers, Spring-gardens, Manchester. June 23. *Trustees*, C. H. Preston, Silk Merchant, Cheapside, Manchester; F. Heibling, Silk Merchant, Spring-gardens, Manchester. *Sol.* Cooper, 44 Pall-mall, Manchester.

Hudson, Christopher, Cloth Manufacturer, Pudsey, Yorkshire. June 3. *Trustees*, T. Riley, Wool Merchant, Leeds; H. Austin, Wool Merchant, Leeds. Creditors to execute before Sept. 3. *Sol.* Simpson, 34 Commercial-st., Leeds.

Saunders, Richard Wells, Saddler, Thame, Oxfordshire. June 21. *Trustee*, S. J. Johnson, Currier, Thame. *Sols.* Holloways, Thame.

Taft, John, Builder, Clarendon-gardens, Middlesex. May 31. *Trustees*, W. Leonard, Timber Merchant, 35 Euston-sq.; W. Collins, Ironmonger, Birmingham, and Warwick-ct., Middlesex. *Sol.* Metcalfe, 15 Bedford-row.

Wales, Richard, Dealer in Berlin Wools and Fancy Wares, Wolverhampton. June 10. *Trustees*, C. W. Slee, Fringe Manufacturer, 5 & 6 Newgate-st.; J. Smith, Boot Maker, 3 Church-st., Stoke Newington. *Sols.* Wild & Barber, 10½ Ironmonger-lane, Cheapside.

Wilkinson, John, Woollen Cloth Manufacturer, Market-st., Huddersfield, and Pedley's Mill, Paddock, near Huddersfield. June 3. *Trustees*, W. E. Hirst & W. Hirst, Woolstaplers, Huddersfield; H. Charlesworth, Scribbling Miller, Huddersfield. *Sol.* Clough, 37 Market-st., Huddersfield.

Friday, *July* 2, 1858.

Barton, Henry, Stationer, Salisbury, Wilts. June 22. *Trustees*, T. Burrough, Carpenter, Broad Chalk, Wilts; W. Burrough, Yeoman, Broad Chalk. Creditors to execute before Sept. 22. *Sol.* Stephen Hill, Salisbury.

Caeri, Luigo Antonio, Optician, 60 Bute-st., Cardiff. June 15. *Trustees*, J. Imray, Chart Publisher, 89 Minories, London; W. Wilson, Instrument Maker, 3 Shaftesbury-ter., Grove-rd., Mile-end. *Sol.* Morris, 6 Old Jewry.

Capstick, William, Wheelwright, Liverpool. June 5. *Trustees*, J. Smith, Timber Merchant, T. James, Iron Merchant, J. Lyon, Iron Merchant, all of Liverpool. *Sol.* Smith, 6 Newington, Liverpool.

Gutner, William, General Dealer, North Shields. June 16. *Trustee*, D. Marks, Wholesale Jeweller, Newcastle-upon-Tyne. Creditors to execute before Sept. 16. *Sol.* Joel, 76 Grey-st., Newcastle-upon-Tyne.

Horsfall, Frederick William Alphonso, Grocer, Waterhead-mill, near Oldham, Lancashire. June 8. *Trustees*, J. Whitworth, Wholesale Grocer, Manchester; D. G. Sugden, Corn Miller, Brighouse, Yorkshire. *Sol.* Sutton, 16 Marsden-st., Manchester.

Nicholson, Joseph, Carpet Bag and Portmanteau Manufacturer, 43 Ludgate-hill. June 29. *Trustee*, G. Roll, Floor Cloth Manufacturer, Kennington-lane. *Sols.* Baker, Smith, & Oliver, 77 Basinghall-st.

Pinbury, Samuel, jun., Licensed Victualler, Bear-inn, Rodborough, Gloucestershire. June 9. *Trustees*, S. Sims, Mealman, Lightpill Flour-mills, Rodborough; H. Browning, Licensed Victualler, Swan-inn, Stroud, Gloucestershire. *Sols.* Ball & Purchas, Stroud.

Creditors under Estates in Chancery.

Tuesday, *June* 29, 1858.

Dadswell, James, Farmer, Sweethaws Farm, Rotherfield, Sussex (who died in December, 1856). Mackellow *v.* Dadswell, V. C. Kindersley. *Last Day for Proof*, July 24.

Harris, Ann, Spinster, 8 Trafalgar-pl., Edmonton (who died in September, 1853). Harris *v.* Williams, V. C. Stuart. *Last Day for Proof*, July 20.

May, George, Cheesemonger, 16a King-st., Westminster (who died in Jan., 1857). Re May's estate, Childerstone *v.* May, M. R. *Last Day for Proof*, July 23.

Platt, James, Machinist, Oldham, Lancashire (who died on Aug. 27, 1857). Platt *v.* Schofield, V. C. Wood. *Last Day for Proof*, July 20.

Windsor, William, Reading (who died in Sept., 1844). Windsor *v.* Truss, M. R. *Last Day for Proof*, July 23.

Wardell, Richard Steward, Esq., Weymouth and Melcombe Regis, Dorsetshire (who died in Feb., 1853). Burdon *v.* Wardell, V. C. Kindersley. *Last Day for Proof*, July 26.

Sturdy, Daniel, sen., Gent., Wandsworth-rd., Surrey (who died on Nov. 17, 1845). Sturdy *v.* Sturdy, V. C. Stuart. *Last Day for Proof*, July 31.

Friday, *July* 2, 1858.

Downes, Rev. Andrew, Clerk, Witham, Essex (who died in Oct., 1820). Downes *v.* Bullock, M. R. *Last Day for Proof*, Aug. 2.

Harborne, Samuel, Marlborough-sq., Chelsea (who died in Feb., 1856). Re Harborne's Estate, Bumsted *v.* Rossi, V. C. Wood. *Last Day for Proof*, July 26.

Horwood, Henry Sebjeantson, Wesleyan Minister, Nottingham (who died on Nov. 19, 1851). Hepund *v.* Huxtalle, M. R. *Last Day for Proof*, July 26.

Johnson, Edward, Baker, Harston, Cambridgeshire (who died in Jan., 1846). Watson *v.* Willmott, M. R. *Last Day for Proof*, July 23.

Longford, William Hawes, Farmer, Stretton-upon-Fosse, Warwickshire (who died in April, 1855). Re Longford's Estate, Hooper *v.* Longford, and Longford *v.* Longford, M. R. *Last Day for Proof*, July 26.

Sachs, Marcus, Merchant, 18 Ironmonger-lane (who died on April 19, 1858). Re Sach's Estate, Ellis *v.* Sachs, V. C. Stuart. *Last day for Proof*, Aug. 9.

Walford, John Edward, Esq., Witham, Essex (who died in Aug., 1857). Kennedy *v.* Walford, V. C. Kindersley. *Last Day for Proof*, July 24.

Williams, Ann, Spinster, Colwin, St. Dagmells, Pembrokeshire (who died in Mar., 1857). Re Williams's Estate, Williams *v.* Griffiths, Wood, V. C. *Last Day for Proof*, July 19.

Winding-up of Joint Stock Companies.

Tuesday, *June* 29, 1858.

Unlimited, in Chancery.

Birkbeck Life Assurance Company.—The Creditors of this Company are to come in and prove their debts before V. C. Kindersley, at his Chambers; and on July 14, at 12, his Honour will appoint an Official Manager.

Mitre General Life Assurance, Annuity, and Family Endowment Association.—A Petition for the dissolution and winding-up of this Company was presented to the Master of the Rolls, by Robert Theobald and Joshua Barrett, on June 19. Terrell & Chamberlain, 30 Basinghall-st., Solicitors for the Petitioners.

Padiham Cotton League Company.—V. C. Kindersley will, at his Chambers, on July 9, at 2, appoint an Official Manager.

Seamless Leather Company (limited).—A Petition for the dissolution and winding-up of this Company was, on June 26, presented to the Lord Chancellor by Charles Heneage, Esq., 3 Cadogan-pl., Sloane-street, which will be heard before V. C. Kindersley, on July 9. John G. Reynell, Solicitor for the Petitioner, 8 Staple-inn.

Friday, *July* 2, 1858.

Unlimited, in Chancery.

Esgair Mwyn Mining Company.—V. C. Wood will, on July 16, at 12, at his Chambers, proceed to make a call for 1*l.* 5*s.* per share, on the several persons who are settled on the list of Contributories.

Fatworks and Wheal Virtue Mining Company.—V. C. Wood will proceed, on July 16, at 12, at his Chambers, to settle the list of Contributories.

Scotch Sequestrations

Tuesday, *June* 29, 1858.

Aikman, George, Iron Merchant, Glasgow. July 6, at 12; Faculty-hall, St. George's-pl., Glasgow. *Sec.* June 25.

Annand, Thomas, Ironmonger, Brechin. July 5, at 1; Commercial-hotel, Brechin. *Sec.* June 23.

Eadie, William, Shipbroker, Dundee. July 7, at 1; British-hotel, Dundee. *Sec.* June 24.

Hamilton, Thomas, Timber Merchant, Edinburgh (T. Hamilton & Co.) July 9, at 3; Lyon's Sale-rooms, 18 George-st., Edinburgh. *Sec.* June 26.

Peglar, John, Tailor, Gordon-st., Glasgow. July 6, at 12; Faculty-hall, St. George's-pl., Glasgow. *Sec.* June 25.

Young, Charles Denoon, Engineer, residing at 5 Bruntsfield-pl., Edinburgh, carrying on business in Edinburgh, Glasgow, London, Manchester, and Liverpool (C. D. Young & Co.) July 7, at 11; at the office of C. D. Young & Co., 48 New-build., North-bridge, Edinburgh. *Sec.* June 25.

Friday, *July* 2, 1858.

Ford, Joseph, Mill Master, Water of Leith, Edinburgh. July 6, at 1; Dowells & Lyon's Rooms, 18 George-st., Edinburgh. *Sec.* June 29.

Herbert, William, Tailor, Trongate, Glasgow. July 6, at 12; Glasgow Stock Exchange, National Bank-b'dgs., Glasgow. *Sec.* June 28.

Sanderson, Henry, Manufacturer, Galashiels. July 7, at 12; Abbotsford-arms-hotel, Galashiels. *Sec.* June 28.

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Advertisements can be received at the Office until six o'clock on Friday evening.

Numerous complaints having been made by gentlemen who have either had great difficulty in procuring the SOLICITORS' JOURNAL, *or to whom it has been supplied very irregularly, we beg to inform our readers and the Profession, that it is published at 7 o'clock on Saturday morning, and may usually be procured by the News Agents at that hour. Our own provincial Subscribers are supplied by the morning mails, and the town delivery is completed in the course of the morning. It is particularly requested, therefore, that complaints referring to irregularities of this kind may be forwarded to the Publisher, and, in case they should continue, he will be happy to forward the Journal direct from the Office.*

THE SOLICITORS' JOURNAL.

LONDON, JULY 10, 1858.

APPEAL IN CRIMINAL CASES.

A Bill has been brought into the House of Commons for granting in criminal cases an opportunity of appeal upon matters of fact. The Bill, independent of the question of its principle, is not so drawn as to deserve to pass; and if it had been more deliberately framed, the appointment of the committee upon it for the 28th instant would still be equivalent to a rejection for the present year. Probably, the author of the measure will be satisfied with the discussion which he has called forth upon it, and with the successful result of two divisions; and if his principle be a sound one, he may hope to see it ultimately prevail after he has patiently encountered the delays and disappointments which inevitably await everyone who attempts any great improvement in our law. Perhaps the fact that the opposition to the Bill came principally from lawyers and chairmen of quarter sessions will be considered by some persons as the strongest argument that could be urged in favour of it. But barristers and magistrates can supply from their own experience a formidable catalogue of difficulties that must attend the execution of such a plan, while its supporters are not free from the reproach of taking a sentimental and unpractical view of the administration of criminal law. Rhetoricians of the school of Mr. Roebuck delight to testify against the injustice which grants a succession of appeals upon a dispute as to property of small value, and refuses to allow any appeal at all upon a question of life or death. But, although we do not maintain that the present system is incapable of improvement, we fear that it can never be made so perfect as that its shortcomings shall not at all times supply material for declamation before popular assemblies. Mr. Bright admits that the existing practice of appeals to the Home Office may work pretty well in the case of a person tried in London, and having friends near at hand; but he desires us to contemplate the case of a prisoner convicted in a remote part of Ireland or Scotland, and possessing no friends in London. We would request Mr. Bright's attention to the case—and there are many such—of unfortunate creatures found guilty and sentenced in all parts of the three kingdoms, who have no friends anywhere, and, worse than that, no money. Prolonged litigation, whether in civil or criminal cases, must always, and necessarily, be a luxury inaccessible to the poor. It may be hard, and we do not say that it is not, that a convict who has the means of paying for the privilege, should not be tried a second time. All we desire to point out is, that the far larger class of convicts, whose pecuniary resources have been exhausted in scraping together two or three pounds, to pay counsel and attorney to defend them at the sessions or assizes, will gain little by being told that the Court of Queen's Bench is open for a more costly process of appeal. Of course the professional thief, who has been regularly brought up to the business of breaking his country's laws, will have all this properly arranged. There will be a sort of benefit society of pickpockets and burglars, who will contribute periodically to a fund, out of which the best legal assistance, at every stage of the prosecution, may be purchased, and the utmost advantage of the tenderness of Parliament may be secured, on behalf of such members of the association as have been overmatched in ingenuity by the police. And if one who belongs to the upper stratum of society has been placed in the felon's dock, and a leading advocate has been engaged, regardless of expense, to squeeze out tears for him, we should feel perfect confidence that every argument would be urged with the utmost force in support of a motion for a new trial. But if plain Hodge, in a western county, is accused of having stolen a goose and eaten it, his chance of justice under Mr. M'Mahon's Bill would be pretty much the same as it is now.

The committee appointed to inquire into Mr. Barber's case has been sitting during the last week, and has just presented its report. It was impossible that the House should not have been strongly moved by that most pitiable history, and the interest displayed in the fate of Mr. M'Mahon's Bill was probably attributable to the feeling that had been thus awakened. Mr. Barber appears to have been unfortunate not only in being found guilty of an offence which he had not committed, but also in being appointed to undergo his sentence under the government of an officer who has since been removed for misconduct from his post. We do not object to the employment of any legitimate machinery to excite a deeper sympathy in the public mind for this miserable example of the fallibility of human justice; yet we cannot but think that the part played by Mr. Barber before the committee was not very dignified, and he reminds us somewhat of that adventurer of Sir Robert Walpole's time, who produced to the House his own ears, cut off by the Spaniards in America, and neatly preserved by himself in wool as a memorial of the treatment which he now called upon his country to avenge. That story, and others like it, drove England into a war with Spain, against the opinion of the minister; and we shall be very glad if Mr. Barber's picture of his daily duties at Norfolk Island should rouse the House of Commons and the nation to such a sense of the injustice done to him, as will leave to the Government no alternative but to offer liberal compensation. It is impossible to recall the years that have been passed in anguish of mind and body, and the constitution of the victim will probably always suffer from the hardships which he has undergone. We are not informed what may now be his prospects or his capacity for business, but we know that, before this dreadful calamity befel him, he was a solicitor of good practice and fair repute, and he was banished to the antipodes to live and work with the most abandoned criminals—wretches whom the gallows had hardly spared. Society cannot give back to Mr. Barber his time, nor his health, nor his position, but it can emphatically declare his innocence, and it can pay a pecuniary equivalent for those sources of professional gain which were destroyed in Mr. Barber's ruin. The welfare of society demands that guilt should be pursued and punished, and it is a sad

but indisputable truth that, with every imaginable precaution, mistakes will occasionally be made—the innocent will be mingled with the guilty—homes will be broken up—children will be made beggars—fair hopes of wealth and honour will be marred—and gentlemen will be chained in a gang with murderers. Those who suffer such things have become, by a mysterious fate, victims for the general good, and society is bound to recognise and act upon this truth whenever such a case as Mr. Barber's is brought into the light of day. For those mistakes of justice which remain unsuspected, no human power can devise a remedy. But it should never be forgotten by any one charged with judicial functions, that neither skill nor patience nor honesty have always availed to prevent miscarriage, and that the consequences of a wrong verdict may be all that Mr. Barber has recounted, and all those inner sorrows, too, which each for himself can conceive, but no one could describe in a committee-room.

But although we fully share the sentiments of pity and horror which have been excited by Mr. Barber's tale, we desire to protest against the inference drawn from it by some speakers in the House of Commons, that every accused person ought to be tried twice over. If a new trial were to be granted in all cases on a simple application or upon a certificate from the prisoner's counsel, no appreciable benefit would accrue to the legal profession, because criminal business has lately become worse than valueless; but a heavy burthen of additional duty would be laid upon juries and upon the bench. Civil litigation is restrained by the risk of costs. In the case of a man who, as a convict, must forfeit everything, the last shilling he possessed would readily be spent to buy a chance of reversing his conviction. And if no reasonable hope existed of escaping punishment, at least there would be delay. It is a matter of actual experience, too, that the prospect of appeal diminishes the sense of responsibility in the tribunal which first entertains the case. The task of judge and jury in criminal trials is so very onerous, that any excuse for lightening it without incurring the reproach of conscience would be sure to be seized upon with avidity. Practically, we believe that justice could not be administered at all, unless in the great majority of cases the prisoner undergoes one trial only by a Court of competent ability, and acting under a full sense of the solemn and irrevocable consequences of its decisions. We are persuaded that in this country such Courts exist, and to them we would leave all, or nearly all, their present powers, not denying, however, that they are liable to err, and that the punishment of an innocent person may sometimes happen, just as earthquakes and hurricanes and railway accidents will claim their victims out of those who seem to deserve such fate no more, and, perhaps, even less, than their fellow-men. For exceptional cases, and subject to the opinion of the presiding judge, we think that an appeal might, to be provided, far more complete and satisfactory than that which is now allowed to the Home Office; and, if ever an attempt should be made to constitute a Ministry of Justice, this important branch of its duties ought not to be forgotten. But to declare that the right to a new trial belongs to all who have been found guilty, and practically to confine the privilege to those only who can find means to pay for it, would be to proclaim to the poor man the valuable truth—that "the law is open, and so is the London Tavern."

WILLS AND DOMICIL.

Last year Sir Fitzroy Kelly, who had just been defeated in a great domicil case, where the intentions of the testator had unfortunately been expressed in the form required by his original instead of his adopted country, introduced a Bill to provide a remedy for such miscarriages in future. The then Attorney-General intimated grave and well-founded doubts, and so far as in him lay snubbed the attempt out of the House as a chimera which no British legislation could effectually deal with. The tables have turned since then, and we have now Sir Fitzroy Kelly bringing in a Bill with a similar object, backed by all the authority which office can give, and Sir Richard Bethell, as a private member, proposing a counter measure, which differs from Sir Fitzroy's in principle and detail, and, indeed, has nothing in common with it except identity of purpose and community of failure. Failure, at least, we think we may anticipate; for though Sir Fitzroy has not been opposed in the House of Commons, we imagine that it will scarcely be attempted to pass the Bill through the House of Lords. Both projects are aimed at a most desirable result, and each, if passed, would be absolutely certain to miss the mark.

The opinion of the Attorney-General of 1857 seems to us much sounder than the views of Sir Richard Bethell in 1858. Loss of office would appear to have dulled the sagacity of our most energetic law reformer, while the accession of Sir Fitzroy to the vacated post has unfortunately done little to increase his skill in dealing with this difficult question. The substance of Sir Fitzroy's Bill is an enactment that English Courts shall henceforth disregard the acknowledged principle of international law—*Mobilia sequuntur personam*—and shall, in the case of Englishmen dying abroad, adopt the conflicting rule that allegiance shall, to a certain extent, be substituted for domicil, as the test of the law by which a testator's succession is to be governed. Sir R. Bethell endeavours to remedy the same grievance, not by changing the rule that the law of the domicil shall govern the succession, but by subverting the maxims on which our Courts proceed in determining the fact of domicil, and replacing them in certain cases by an arbitrary rule, which might be occasionally convenient, but which, being in opposition to the received law of nations, would certainly not be recognised by the courts of any foreign country.

Neither of these measures goes near to the root of the evil, but they are valuable nevertheless (provided they do not pass) as showing the real nature of the difficulty, and the utter impossibility of obviating it except by the concurrent action of the principal states of the world. A moment's consideration is enough to lead to the rather obvious conclusion that all such attempts as are made by the rival Bills of the late and present Attorneys-General must inevitably fail. Take the ordinary case. An Englishman goes abroad and dies, leaving, in all probability, personal property both at home and in the country where he has resided. Part of his assets will be in the power of English tribunals, and the rest in the hands of some foreign, suppose a French, Court. It would be monstrously inconvenient and absurd if the two jurisdictions were to be asserted in opposition to one another, the French Court rejecting a testamentary disposition allowed in England, and our judges laying their hands on all they could reach, and disposing of it according to English notions of the rights of legatees and creditors. Any rule which commanded universal assent would be preferable to such a conflict, even though it might be far from being the best rule that lawyers could suggest. The existence of a settled rule of general obligation being the first and most essential point, the next consideration is to adopt such a rule as testators are likely to understand. There ought to be something of natural propriety about it, or else it is certain not to fall in with the crude ideas of law which half the people who make their own wills, whether at home or abroad, take for granted without a doubt, and act upon without the least misgiving. A very arbitrary principle, however generally acknowledged, would be no specific against testamentary mishaps, and would be only one degree better than having no recognised principle at all.

Now, what is the actual state of the law of nations on this matter? There exists a rule as simple as a rule can be, as universally recognised as—indeed more so

than—any other doctrine of international law, and which, at the time when it was established, was, perhaps, the most natural and appropriate rule that could be followed. The law of the domicil at death governs the personal succession, whether of testators or intestates. But this involves a second question. How is the domicil to be ascertained? This is necessarily a point of much nicety. Residence alone does not constitute domicil, and the only test which can be applied is the existence or non-existence of the *animus manendi*. What can be more difficult than to decide what a dead man meant to do; and what more likely than that different Courts, and, *à fortiori*, Courts of different nations, should come to opposite conclusions as to the place which a testator considered his central home? Still this is not the greatest difficulty of the case, for there is, after all, so much general agreement as to the mode of dealing with the facts which affect a question of domicil that the Courts of most nations will be found to decide such questions with more harmony than might have been expected.

But a worse evil is, that, whatever agreement there may be among lawyers, few persons who have wandered from their own country are able to say, with any approach to confidence, whether their domicil still clings to the land of their birth, or has been transferred to the land of their adoption. Hence, unless they are well enough advised to make themselves safe, on either view, by executing a holograph will, attested in the manner required by English law, it is generally a matter of chance whether their testamentary dispositions are valid or worthless, and almost a matter of certainty that they will be made the subject of a goodly amount of litigation.

We have, therefore, got a general rule, clear in itself, but very difficult of application in the common case of restless travellers, and still more difficult of comprehension to the men themselves who are most concerned to understand it. The only cure for these inconveniences is, to improve the rule either by substituting some other test in place of domicil, or by laying down precise doctrines by which it may become more easy to ascertain where the legal domicil is. But neither of these changes can be effected except by the common consent of nations. If one country were to depart from acknowledged principles, the change, however good in itself, would do far more harm than good, so long as it was confined to a single nation. At present there is some uncertainty in the law, and more ignorance of it, but there is no conflict. If we were to make changes with a view to lessen the difficulties of our own Courts, we should still leave the old uncertainty prevailing in tribunals of co-ordinate jurisdiction, and should add to it the further mischief of an unseemly conflict between rival Courts. Both of the Bills before Parliament sin in this particular; Sir Fitzroy's is the more audacious, Sir Richard's the more inconsistent transgression. The one proposes boldly to set at nought the law of nations, to isolate the Courts of England, and then to subject all the property we can reach to our newly adopted principles. The other Bill expressly acknowledges the difficulty of doing anything without the concurrence of foreign states, and yet proposes to lay down an arbitrary rule, in direct opposition to the dogma of all the jurists in the world, that a residence of less than three years shall in no case be held to give a new domicil to an English subject.

The existing rule may be bad, but it is certainly better than none; and the tendency of all such legislation as that now proposed is to root up the not very flourishing plant of international law, and to destroy at one blow what the painful labour of jurists has at length fostered into some semblance of healthy development. It would be more worthy of statesmen to grapple with the subject in the only possible way, and to get up an international congress, where the principles of the law of nations might be brought into harmony and reduced to an intelligible code. The congress of Paris tried its hand in this way upon maritime law. It would be at least as easy for a similar convention to settle points of private law, which are much less likely to rouse the susceptibilities of jealous nationalities. At any rate, if this advance is not yet possible, it would be a pity that England should take the first retrograde step.

Legal News.

COURT OF QUEEN'S BENCH.

(Sittings at Guildhall, before Lord CAMPBELL and a Special Jury.)

Graham v. *Lawrance.—July* 6.

Mr. *Bovill*, Q.C., and Mr. *Cleasby*, appeared for the plaintiff; and the *Attorney-General*, Mr. *J. Wilde*, Q.C., and Mr. *Hannen*, for the defendant.

The plaintiff, George John Graham, was one of the official assignees of the Court of Bankruptcy, and he brought the present action against the defendant, Edward Lawrance, of the firm of Lawrance, Plews, & Boyer, on the ground that he had neglected his duty as attorney, in not taking a sufficient indemnity before defending an action brought against the plaintiff and the other assignees of a bankrupt. In August, 1854, Messrs. Griffiths, Newcombe, & Co., shipowners and emigration agents at London and Liverpool, were adjudged bankrupts. The bankrupt had a ship, the *Jane Green*, fitting out as an emigrant ship in the East India Docks. On the 30th of August two creditors, Henry Bing Glover and Frederick W. Tennant, were appointed trade assignees, and the defendant was appointed solicitor to the estate. At that time a number of emigrants on board the ship were in a state of starvation; to relieve them the plaintiff advanced money; but as the ship was the only assets of any value belonging to the bankrupts, if that did not belong to the estate the money advanced would be lost. The assignees therefore hired the ship, as being at the time of the bankruptcy in the order and disposition of the bankrupts; but the ship was claimed by the parties who had sold it to the bankrupts, and who were unpaid; and they, on the 4th of November, brought an action against the assignees for the conversion and detention of the ship. In the month of October, 1854, a case had been laid before counsel, as to the title of the assignees to seize the ship; and the opinion being favourable to the claims of the assignees, it was considered desirable to defend the action; but as there were no assets, and the assignees would not take the responsibility of defending the action, a meeting of the creditors was convened, and resolutions were come to that the assignees should retain the ship and defend the action, the creditors agreeing to render themselves liable to the extent of 1*s.* in the pound on their respective debts. This being done, the action was defended by the defendant, and the cause came on for trial on the 20th of December, 1854. It then appeared that the facts were undisputed, and as the only question was, whether the ship was at the time in the order and disposition of the bankrupts, and liable to seizure by the assignees, it was agreed that a verdict should be taken for the plaintiffs for the damages in the declaration, and that the facts should be stated in the form of a special case for the opinion of the Court. The parties, however, subsequently differed as to the facts, and evidence was gone into before the arbitrator, and the judgment of the Court was pronounced in Trinity Term, 1856, in favour of the plaintiffs, the vendors of the ship, and against the assignees. The question of damages was then referred back to the arbitrator, and, though the ship was then returned to the successful claimants, the arbitrator at the beginning of 1857 awarded them as much as £3220, as damages for the detention of the ship from August, 1854. The costs of the action were taxed at 322*l.* 15*s.*, and the contribution of the creditors, when collected, amounted only to 326*l.* 13*s.* At that time, Mr. Glover, one of the assignees, had become insolvent, and the other assignee, Mr. Tennant, had left England, so that the plaintiff was compelled to pay the whole of the damages. He then brought the present action against the attorney, Mr. Lawrance. The plaintiff alleged that the defendant had undertaken to procure an indemnity against the "damages" as well as the "costs" of the action; the defendant, on the other hand, that he had never undertaken to do more than procure an indemnity against the "costs," which he had done. It appeared that on the 13th of November, 1854, a meeting of the principal creditors of the bankrupts was held at the defendant's office, at which it was resolved:—

That the assignees shall retain possession of the ship, and shall defend the action brought against them to recover the ship or her value. And the creditors undersigned agree severally with the assignees to indemnify them against the consequences of their retaining possession of the ship, and the damages and expenses they may incur in defending this action; provided that each of us shall be liable only to the extent of 1s. in the pound on the amount of his debts above stated.

The plaintiff relied on the words "damages and expenses," as showing that the defendant understood he was taking an indemnity against the "damages" as well as "costs" of the action, particularly as the words "damages and" appeared to have been added to the document after it had been written: the defendant, on a correspondence which had taken place between himself and the plaintiff as showing that the question of "damages," as distinct from "costs," was never contemplated by either. In a letter dated the 16th of November, 1854, the plaintiff inquired of the defendant,—

Have you got the guarantee against all costs of the action which the vendor has brought against the assignees respecting the *Jane Green*?

The defendant, on the 17th of November, 1854, replied:—

Several of the principal creditors met here on Monday last, and consented to indemnify the assignees against the pending action to try the right to the *Jane Green*, and we have no doubt that others will follow their example, so that you and your co-assignees will run no risk.

Lord CAMPBELL said, the question for the jury was, whether the defendant was guilty of negligence in not obtaining a sufficient indemnity and advising the plaintiff to defend the action before that. It was not reasonable that the plaintiff, who had no interest, should defend the action without an indemnity from the creditors. If the creditors had refused to give a proper indemnity the ship would have been given up, and probably no more would have been heard of the matter. He thought the defendant must have been aware that some damages would be claimed, even though the vessel should be given up. If the indemnity was sufficient, the defendant would be entitled to a verdict, but if not, the plaintiff. The measure of damages would be such a sum as at the time it would have been reasonable for the defendant to require as an indemnity for the damages and costs likely to be awarded.

The jury, having been locked up in all for more than four hours, came into court, and said, that eight of them were agreed, but there was no probability of their being unanimous.

One of the jurymen made an observation, which induced his Lordship to say, that he must discharge the jury, which he did, with an expression of wonder at "a special jury at Guildhall."

COURT OF COMMON PLEAS.

(Sittings at Guildhall.—Before Mr. Justice BYLES and a Special Jury.)

Kerly v. *The North-Western Railway Company—The Watford Accident.—July 7.*

This was an action to recover damages for injuries sustained in the accident on the line near Watford, on the 22nd March last. The defendants admitted their liability, and the only question was, what the damages should be.

Mr. *M. Chambers*, Q.C., Mr. *Edwin James*, Q.C., and Mr. *Hawkius*, appeared for the plaintiff; and Mr. *Mellor*, Q.C., and Mr. *Phipson*, for the defendants.

The plaintiff was a solicitor in Guildhall-yard-chambers, and was 50 years of age; his business was of that kind which would require his own personal attention. On the morning in question he left Rugby at a quarter past eight, by the express train. All went well until they had passed the Watford station. Just beyond that station some platelayers were employed repairing the line. No signal was given to the train as it approached, and consequently it ran, at the rate of 40 or 45 miles an hour, over that part of the line which was under repair. The carriage in which he was fell over upon the line, and the plaintiff was helped out of the window. He experienced on leaving the carriage a degree of feebleness and sickness, and on getting to London he felt an inability to walk. The next morning there was excessive weakness, attended with stupor. On the 26th of March he went to a client at Retford, and on the 28th he was unable to write. He went down to the sea-side for a fortnight, and afterwards for three weeks. He had still occasional numbness in the left thigh, nor could he walk with his accustomed elasticity. There was occasionally cramping of the right hand, and he did not feel himself entirely equal to his business. Previous to the accident he had never had a moment's ill health, and was of active habits, his practice being to walk fifteen or twenty miles a day. He had been put to an expense of from £100 to £120 for medical attendance and in going into the country for his health.

Medical evidence was given on both sides. For the plaintiff it was said, that it was possible that he was permanently injured, or, at all events, that it would be some considerable time before he recovered. It was admitted that some of the symptoms which had at first existed had now subsided. On the other hand, the evidence, including that of Mr. Spey and Mr. Lawrence, was, that the injury was not of so serious a character as was supposed, and that probably he would entirely recover in a few months.

The jury gave a verdict for the plaintiff—damages £1000.

DIVORCE COURT

(Before Lord Chief Justice COCKBURN, Mr. Justice WIGHTMAN, and Sir C. CRESSWELL).

Robinson v. *Robinson & Lane.—July 3.*

The LORD CHIEF JUSTICE, on taking his seat, said, he had to announce that since the last hearing doubts had suggested themselves to the minds of certain members of the Court, as to the propriety of the decision at which they had arrived, in refusing to accede to the application of counsel to discharge Dr. Lane from the suit, and to admit him as a witness on behalf of Mrs. Robinson. A strong impression seemed to prevail that justice to a woman placed in such circumstances as Mrs. Robinson required, that if there were no case against the alleged adulterer, who had been made a co-respondent, he should be discharged from the suit, in order that he who could give the best evidence on the question at issue might be rendered admissible as a witness. Having taken part with the majority of the Court in deciding that they could not discharge Dr. Lane and admit him as a witness, he thought it right to state that in those doubts he now concurred. It had been brought to the knowledge of the Court that a Bill was now pending before the Legislature, and had passed one House, in which it was intended to introduce a clause for the purpose of solving those doubts, and of enabling the Court, supposing it did not already possess the power, to dismiss the co-respondent under such circumstances as those of the present case, and make him admissible as a witness. The clause, he understood, was to apply to pending as well as to future suits. If that clause should become law, as they had every reason to believe it would, the Court would avail themselves of the power that would be given to them, and discharge Dr. Lane, and allow him to give evidence in the suit. Even if they had not taken that course he should have thought it incumbent on them to reconsider their former decision. But having every reason to believe that the law would be altered, so as to enable them to avail themselves of the evidence of Dr. Lane, and thinking that the interests of justice required that Dr. Lane, against whom no case had been established, should be discharged from the suit and examined, the Court thought that the most proper and expedient course to pursue was to adjourn for the present the further consideration of the case.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FANE.)

In re The London and Eastern Banking Corporation.—July 8.

This was an examination sitting.

In pursuance of the terms in the order of the Lord Chancellor, no step had been taken since the last sitting, when assignees were appointed. An examination meeting had been then appointed for to-day, and advertised in the usual way. No legal gentleman was however present, except Mr. *Peachey*, who, as representing the official manager of the Court of Chancery, said he appeared only out of courtesy.

The COMMISSIONER inquired why Messrs. Lacy & Bridges, solicitors for the assignees, were not in attendance?

Mr. *Peachey* supposed that their absence arose from the same cause which appeared to render his presence unnecessary.

Mr. *Bagley* suggested that Messrs. Lacy & Bridges should be sent for.

The Court thought this unnecessary.

Some further discussion ensued, during which the registrar (Mr. *Whitehead*) intimated an opinion that the terms of the Lord Chancellor's order did not preclude this Court from instituting an examination of the directors of the bank or other parties—an opinion which was supported by Mr. *Bagley*, and undisputed. It was, however, stated that in consequence of the terms of the Lord Chancellor's order, the directors have not yet been served with even a summons to surrender or order to file accounts, and, consequently, that their non-attendance at the present meeting was justifiable.

The COMMISSIONER said, an order had been served upon the Court by Mr. *Peachey*, which amounted to this—that it stand still unless the creditors' assignee should call upon it to act.

He thought the best course was to adjourn the present sitting until the return of Mr. Commissioner *Evans*, whose case it was.

An adjournment to the 23rd of September was ordered accordingly.

ENEMIES WITHIN AND WITHOUT.

We have received from a correspondent a copy of a circular, which has been widely issued by a solicitor practising in London. Probably there always have been and always will be men in the profession who will degrade it to the level of a trade. The worst that can be said of the subjoined document is, that it is very suitable to a druggist or a stationer; and it is a pity that the author of it should be restrained by any lingering respect for his profession from actually opening a shop. We are certain that he would have great success in it, and he might carry on the war against the debt collectors with good hopes of beating them out of the field. Perhaps the "influential clients and friends" will be so good as to suggest to Mr. Edwards, that a tasteful imitation of those combinations of shop and surgery, which some members of another profession have adopted, together with a few perambulating advertisements, and frequent puffs in the daily papers, would make the "considerable experience" of that gentleman known and appreciated much more extensively than can be possible so long as he confines himself to mere circulars.

"(Private Circular).

"Gentlemen,—It has been suggested to me by several influential clients and friends, that the English public as a body have a great horror of law costs, and prefer losing their millions of money annually in the shape of bad debts, rather than incur the risk of heavy bills of costs from their solicitors, whether the debt is recovered or not.

"I have therefore, with a view of obviating this objection, made arrangements for conducting my business in connection with the recovery of all debts and demands upon the following terms, which cannot fail to give satisfaction to all parties; viz.—

"1st. That in all cases where the debt and costs are recovered from the debtor, no charges whatever shall be made by me against the plaintiff (my client).

"2nd. That in all cases where the debts cannot be recovered, no charges whatever shall be made by me against my client beyond the costs actually paid out of pocket for fees, &c.

"These are advantages only to be known to be appreciated. No person could charge less, and I charge even less than a debt collector, as he generally obtains commission as well as costs.

"I have had considerable experience in the legal profession since the year 1830, and have been most successful in all matters entrusted to me, and I shall have much pleasure in undertaking your business upon the terms before stated, and you may rely on my promptitude in all cases which I may have to conduct for you. I can give you the highest testimonials if required.—I have the honour to remain, Gentlemen, your very obedient servant,

JOHN EDWARDS.

"15, Coleman Street, E. C.—16th June, 1858.

"P.S. Leases, deeds, wills, and documents, prepared and completed, at fixed moderate charges."

We have also received from another correspondent a letter, which we insert here, because it describes a class of external enemies against whom the methods adopted by Mr. Edwards would probably afford a remedy which it may be difficult to find elsewhere. But as the great body of the profession do not happen to possess "clients and friends" so "influential" as to persuade them to adopt the arts of shopkeepers, some other means must be found, if possible, to restrain the incursions of pettifoggers upon the just domain of the solicitor. Certainly we and our readers are much indebted to our correspondent for making known to us this stupendous example of pettifogging rapacity. Three guineas for spoiling a sheet of paper! If it be true, as Mr. Edwards says, that the English public have "a great horror of law costs," the inhabitants of a certain fashionable watering-place must be very abnormal specimens of Englishmen. No doubt the subject of the following letter is, as the writer says, hackneyed, because solicitors suffer daily under this illicit competition, and it is not easy either to keep silence or to give much variety to complaints of the uniform and incessant attacks of a swarm of active adversaries. But we think that the suggestions of our correspondent for the conduct of offensive and defensive war are very judicious, and the profession need to be frequently reminded of the ubiquity and rapacity of their enemies.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I hope you will not consider me a bore for addressing to you a few words on a rather hackneyed subject. I am sanguine enough to think you will not, as it has for many years past affected the interest of the profession, and still affects its social position. I allude to the existence of pettifoggers, who are, as a class, I fear, considerably on the increase. An instance of their rapacity, which has come to my knowledge within the past week, has prompted me to break silence.

A gentleman who had taken a house in the fashionable watering-place where I practise, wished to consult me about the agreement which had been drawn up by the *house agent* employed to let the house. The precious document, from its ridiculous verbiage and the absence of a stamp, was, of course, useless. The modest charge, however, demanded by the agent for "legal expenses" connected with the agreement, was 3*l.* 3*s.*!

Now, if I thought this only a solitary case I would not have informed you of it; but I believe it is an illustration of a wholesale system of plunder which is practised by the fraternity in question on many wealthy people who come here to reside, and who prefer paying such charges to having a dispute about them.

There are two classes of pettifoggers, viz. the downright, unmistakeable pettifogger, who haunts county courts, writes threatening letters, and, with shame be it said, acts as jackall to some few debased solicitors; and the pettifogger respectable, who screens the practice behind the ostensible occupation of house agent, auctioneer, &c., and who injures us even more than his undisguised brother. Of course, when a difficulty arises, a lawyer is consulted, but in the ordinary matters of routine which the pettifogger of the latter class usually conducts, this is seldom the case. Hence a large amount of lucrative and simple business is taken away from us, and we are, to a great extent, deprived of that agreeable counterbalance to intellectual labour which properly belongs to us. You will think I am exaggerating, but I assure you I could name men of the class in this town who are thriving considerably better than several duly qualified practitioners.

How this great evil is to be met and overcome is a problem difficult to solve, but it may, I imagine, be considerably mitigated by the attorneys themselves, who should not select those auctioneers and agents known to trespass on the solicitor's province, when their services are legitimately required. Every case of invasion coming to the knowledge of a professional man should be exposed by him and communicated to his brethren; and, in addition to these measures, law societies should be formed in every town to deal with these and all matters affecting the profession, and enable it better to resist the blows which are now so constantly aimed at it. Vis unita fortior.—Your obedient servant,

R. W.

THE GREAT NORTHERN RAILWAY COMPANY.

A further extensive dispute has arisen in this company, and will probably result in litigation. A meeting of the B. shareholders was held on the 6th instant, Mr. Matthews in the chair. The meeting was convened by a circular, which stated that, according to the opinion of counsel, the holders of B. stock were entitled to a perpetual guarantee from the A. stock of a dividend of six per cent. per annum, and to the full payment of the arrears of such per centage, before any dividend can be lawfully paid to the holders of A. stock. From various causes there had been deductions from the full amount of the six per cent. to which the B. shareholders were entitled. The counsel were also of opinion that the proper course for the holders of the B. stock would be to file a bill in Chancery, praying a declaration of their rights, and an injunction to prevent the payment of dividends to the other parties. The chairman explained the grounds upon which the claims of the B. shareholders rested. He supposed the decision of a court of equity might be obtained at a moderate cost, and thought that the sooner the question was decided the better for all parties. Resolutions were passed, approving the course suggested by counsel, and appointing a committee for conducting the proceedings, and also proposing a subscription of 5*s.* per £100 B. stock, for the purpose of defraying the expenses.

THE QUEEN *v.* GLOVER.

Mr. H. T. DUNKLEY, on behalf of himself and fellow-jurymen, sends to the *Daily News* the following copies of documents forwarded by them about three weeks since to the Home-office:—

"We, the undersigned majority of the jury in the above case, having had brought to our notice certain circumstances connected with the valuation of Mr. Edward Auchmuty Glover's property, as stated below, and feeling assured of their correctness, hasten to express our regret for the verdict we returned, and hope that the same may be put aside, and Mr. Glover immediately released, without any stain upon his honour or character, as we fully believe now that Mr. Glover was substantially qualified at the time he made his declaration before the House of Commons, and that the deed produced at the trial, which we then had a doubt upon, we have since ascertained, upon examination of the stamp on it, to be a genuine deed, and therefore in itself a sufficient qualification, without the following facts, which have been proved to us also; viz. — That all the incumbrances affecting the said property were £16,000; that the present value of the same, as estimated by highly respectable and experienced land agents (Messrs. Rogers & Dean, Knightsbridge), is £1510 per annum; that the property has been hitherto let under its real value, to a yearly tenant, which said tenancy could be speedily terminated; and if re-let at its present advanced real value prior to Mr. Glover making his declaration, after the interest upon the mortgage (which amounts to £673 per annum) was paid, there would remain a balance of £837 to sustain the qualification. That the value of the estate if sold would be, at thirty years' purchase, £45,300; which, deducting £16,000 charge upon mortgages, would leave £29,300, a sum fully sufficient for the qualification. Feeling that we have, most inadvertently, compromised the position of Mr. Glover by our verdict, we are anxious to redeem the error and repair the injury that has been done to that gentleman.

"Signed by Henry Thos. Dunkley, James Weller, Joseph Alwin, Robert Barnes, William Wadey, Thos. Wilson, Wm. Alfred Adamson, John Dunnett.—June 12, 1858."

The following is a copy of a communication received from another of the jury:—

"As one of the jurors engaged in the case of Mr. E. A. Glover's prosecution, I beg to say there appear to be several circumstances which have arisen since the trial in reference to the value of the estates upon which his qualification was based, which, had they been produced at that time, would in all probability have led to a verdict of not guilty being recorded. Therefore I have much pleasure in forwarding this to you, to make any use you may require of it, in furtherance of your efforts to obtain his immediate release.—I am, &c.,

"CORNELIUS GILLETT."

The remaining three of the jury have also signed a memorial for the immediate liberation of Mr. Glover.

THE CASE OF MR. W. H. BARBER.

The committee have adopted the following report:—"That your committee have inquired carefully into the allegations contained in the petition of Mr. W. H. Barber, and find the same to be substantially proved. Your committee have not entered upon the consideration of the question, whether, in the present or like cases, pecuniary compensation should be granted, the rules and practice of the House precluding them from making any grant of public money. Your committee cannot, however, forbear to state that the facts presented to their notice in respect to the conviction of Mr. Barber, to the sufferings he endured during the time his sentence was being carried out in Norfolk Island, and to his subsequent exculpation from the charge on which he was convicted, are so peculiar as to render his case exceptional; and your committee desire to express their opinion that Mr. Barber has strong claims on the favourable consideration of the Crown."

THE ELECTRIC TELEGRAPH.

The necessity of legislative interference and uniform responsibility in superintending the electric telegraph received a striking illustration in the case tried at Guildhall on Tuesday, in which Messrs. Whitfield & Molineux, proprietors of the Lewes Old Bank, recovered £2000 damages from the South-Eastern Railway Company, for circulating a false report that their bank had stopped payment. On the 9th of July last year a message was received from the Ticehurst station that the Lewes bank had stopped, and a reply was sent from London that no more cheques or notes of that establishment were to be taken. This notice was immediately posted at all their stations, and a run upon the bank commenced. The report quickly reached Messrs. Williams, Deacon, & Co., the London agents of the bank, who, anticipating a run, despatched a supply of cash, the arrival of which contributed to prevent the worst results. The outstanding circulation of the bank amounted to £23,000. Notes were rapidly brought in for payment, balances were withdrawn, and heavy loss was incurred in various ways. The railway company declined to state the manner in which the report originated, and they withheld the satisfaction required by the bank.

In regard to the management of the electric telegraph by the South-Eastern Railway Company, it appeared that a book containing the messages was kept in a drawer, and that it was open to the station-master, to the telegraph clerk, and to the office porter. It also appeared that the station-master, the head porter, and the under porter, were in the habit of transmitting messages, and that the public could see the dial in the office. Evidence was given, that in other establishments the telegragh is managed with care and secrecy.

Mr. S. T. Hassell, of Hull, came up for his certificate, in the Hull Bankruptcy Court, on the 23rd ult. Twenty years ago Mr. Hassell was insolvent. Ever since then he has been, year by year, increasing his debt to the bankers,—until last September, when, by their stoppage, it was discovered that he owed them the enormous sum of £238,000! During the period he was insolvent he lived in the style and assumed the position of a man of wealth. He was head over ears in debt—yet he took share after share in the bankrupt Flax and Cotton Mill Company, until his holding became larger than that of any other member of the company. He built a street or two of cottages for men who, though but receiving only a few shillings a week, were wealthier than himself. He had not a farthing, yet he made large advances for timber which never came; lent money to men who needed it so much that they never thought of repaying it; and took up companies of all kinds when others found it would be ruinous to continue them. He was, to a great extent, the Hull Flax and Cotton Mill "Co."; he was the Camphine "Co.", the Universal Smoke Consuming "Co.", the Anglican Guano "Co.", the Flint Glass "Co."; he was the "Co." in Mann's mustard manufactory, and also in Hall's mustard manufactory, and also in a worsted and carpet manufactory. Besides all these, he was in his own proper person the firm of "Hassell & Co.", a firm which, during the last six years, appears to have had nine transactions, seven of which were unprofitable. The bankrupt's property now is worth £5000; his gross profits over the six years have been £200! his debts are, at least, £238,000, and his dividend will be, if anything, a few pence. Mr. Commissioner Ayrton, who said he did not believe "there ever was such a case brought before a Court," awarded a third-class certificate, with suspension for two years.—*Liverpool Albion.*

We have every reason for believing and saying that the learned and estimable Chief Baron has no intention to deprive the public of those services to which they are entitled, and which he is so well qualified, both physically and mentally, to render. Few of the occupants of the bench possess intellects so unclouded, or constitutions so unimpaired, as does Sir F. Pollock, no matter what the duration of their services may have been, and great, indeed, will be the public loss when his Lordship shall arrive at the determination to retire into private life.—*Times.*

William Martin, Esq., M.A., St. John's College, Cambridge, late Chief Justice of New Zealand, was admitted to the honorary degree of D.C.L. at Oxford, on the 1st instant.

Four out of the five directors of the Royal British Bank are now in the full enjoyment of their liberty. Mr. Esdaile, and Mr. Cameron, the manager, are the only defendants who remain in prison.

Recent Decisions in Chancery.

BOND DEBT—JUDGMENT—STATUTE OF LIMITATIONS—TRUST—PARTIES.

Burrowes v. *Gore*, 6 W. R., H. L., 699.

On 31st March, 1806, R. B. gave to T. B. and another two bonds, with warrants of attorney, for payment of £1000 and £500, on the death of R. B., with interest on £500 from the date and on £1000 from the death of the obligor. By marriage settlement of even date the bonds and judgments, and the moneys thereby secured, were declared to be vested in T. B. and his co-obligee in trust for Gore, the intended husband, for life; then for the intended wife, daughter of R. B., for life; and then for the children of the marriage. R. B., the obligor, was father of T. B., one of the obligees, and grandfather of R. B., the appellant. By the marriage settlement of T. B., dated 3rd October,

1807, certain estates were settled on T. B. and his issue, and a term of 300 years was created for the purpose of raising £5000. The trustees of the term were directed, out of this sum of £5000, firstly, to pay off £1500 provided by the marriage settlement of R. B., the obligor, as portions for his younger children, and to apply the residue "towards payment of such judgment and specialty debts as were then due and owing" by R. B., in such order as he might think proper, and in case there should be any surplus of the £5000 to pay the same to R. B. The contemplated marriage took effect, and R. B., the appellant, was the eldest son of it. R. B., the obligor, died in 1816. T. B. died in 1836. T. B. was in possession of the estates from the death of his father until his own death, and R. B., the appellant, had been in possession since. Gore, the tenant for life under the settlement of 31st March, 1806, died in 1846, having survived his wife. The bill filed in the cause in 1848, on behalf of the children of Gore, against R. B., the appellant, sought to establish a charge upon the estates comprised in the term of 300 years, for the amount due upon the two bonds of £1000 and £500 settled upon Gore's marriage. The late Lord Chancellor of Ireland decreed an account of what was due to R. B., the appellant, as personal representative of T. B., who was surviving trustee under the settlement, for principal and interest upon the bonds since the death of Gore, the tenant for life, and other accounts and inquiries were directed. The Master found that the whole of the £5000 secured by the term of 300 years in the settlement of 1807 remained unraised at the death of R. B., the obligor, in 1816; that £1500, the portion of the younger children of R. B., the obligor, was paid off by R. B., the appellant, in 1844; and that the residue of the £5000 was still unraised. There was an order on further directions by the late Lord Chancellor of Ireland, directing that the moneys due upon the bonds should be raised by virtue of the term and applied in satisfaction of the portions of Gore's children. The present appeal to the House of Lords against the decree and subsequent proceedings was brought on the ground of the improper constitution of the suit, and also because the plaintiffs' claim was barred by the Statute of Limitations.

It was held by Lord *Cranworth*, in accordance with the Court below, that the obligees of the bonds were not creditors of R. B., the obligor, within the meaning of the trust contained in the settlement of 1807. The trustees were directed to apply the residue of the £5000 towards payment of judgment and specialty debts "then due and owing" by R. B., in such order as he might think proper. But it was not shown that R. B. had directed these bonds to be discharged; and further, the bonds were payable on the death of R. B., and, therefore, the amounts secured by them were not "due and owing" at the date of the settlement of 1807. The decree of the Irish Court did not proceed upon the principle that the obligees of the bonds were direct cestuis que trust of the term, but upon the right of the plaintiffs against the personal representative of R. B., to be paid out of his assets. So much of the £5000 as had not been raised under the trust was part of his personal estate, and applicable to the payment of the bonds.

The general rule in administration suits is, that a creditor or legatee cannot make a debtor to the estate under administration a co-defendant with those who represent the estate. This rule, however, has been departed from where there has been collusion between the personal representative and the debtor; or where the deceased was partner with others, and it has been impossible to get in the estate without partnership accounts; and there may be other exceptional cases. The late Lord Chancellor of Ireland thought that the case before him was exceptional, because the lands comprised in the term had, ever since the death of R. B., the obligor, been held by T. B., his son, and the appellant, R. B., his grandson, during which period T. B. and R. B. successively represented the obligees of the bonds, so that the persons bound to protect the interests of the cestuis que trust had also been the persons out of whose estate the bonds ought to have been paid. But it was pointed out by Lord *Cranworth* that, after the death of R. B., the obligor, the persons beneficially interested in the term were, as to the £1500, part of the £5000, the younger children of R. B., and as to the residue, his personal representative. The persons to pay and the persons to recover were not the same; and, therefore, Lord *Cranworth* considered that the frame of the suit was not warranted by the practice of the Court; but inasmuch as the result was the same as if the suit had been properly constituted, he thought that the decree should be sustained.

The next point arose on the Statute of Limitations, and upon this the House requested to have the case re-argued. The question was whether, inasmuch as the obligees were barred by the statute from suing the personal representative of the obligor upon the bonds, the present plaintiffs, the cestuis que trust, were equally barred? Lord *Cranworth* expressed a strong opinion that they were not. He thought that R. B., the obligor, became from the first in contemplation of equity a trustee for all the persons beneficially interested under the settlement. If R. B. had simply agreed that he would give a sum of money as a portion, he would have been considered in equity as holding that money upon trust. Then, how was that altered by his giving a bond? He thus provided an additional remedy for the recovery of the money, but still he did not absolve himself from his original liability as a trustee. This trust could only be discharged by actual payment of the money; and, therefore, in the opinion of Lord *Cranworth*, the Statute of Limitations had no application to the case.

The Lord Chancellor concurred with Lord *Cranworth* upon this point. He thought that the bonds might be regarded as the machinery by which the obligor was to perform his part of the marriage contract. Upon the other points of the case Lord *Chelmsford* also agreed with his learned predecessor, and he was of opinion that the decree and decretal order appealed against were substantially correct, and ought to be affirmed.

Upon the question as to the effect of the agreement to provide a marriage portion for the daughter, Lord *St. Leonards* felt some doubt as to the relation thereby imposed upon the obligor. He was not prepared to say that the obligor was constituted a trustee. If he had agreed to give any tangible thing actually marked out, then of course he would have become a trustee. But if he agreed to pay a sum of money out of his general assets, that agreement could not make him a trustee so as to bind him in all respects in that relation. But it bound him as entering into a contract to be performed irrespective of the particular security given for it. Lord *St. Leonards* further held that it was a breach of trust on the part of the obligees of the bonds not to enter up judgments upon the warrants of attorney which accompanied them. This breach of trust the obligor and his representative never could take advantage of, and it was clear that the surviving obligee and his representatives were answerable for a breach of trust, if any damage was sustained from the neglect to enter up judgments. Lord *St. Leonards* remarked, that at that period in Ireland, judgments were considered equal to conveyances. They were made the subject of settlements, and dealt with as regular mortgages. The parties to the settlement of 1806 intended the portion to be secured upon the estate. If that were so, the Statute of Limitations could not prevail in equity, even against bonds. Besides, the question would arise, when did the right of the respondents accrue? It never accrued until the death of the tenant for life in 1846, and they filed the bill in 1848. That bill claimed the portions provided for the children by the settlement of 1806, and the defendant's answer in effect was, that the money had been lost by the neglect of the trustee. But the defendant was the representative of his father, who was the trustee, and therefore he was himself liable to pay the money. It was a breach of trust on the part of both father and son not to have raised the money, so as to have it ready to hand over to the cestuis que trust. If the decree were not sustained, there would be a circuity of action. The defendant would have to proceed against the personal representative of his grandfather to obtain payment of the bonds, and that representative must proceed against the trustees of the term to raise assets, and those trustees would have to proceed against the defendant, who was then in the enjoyment of the estates. The defendant was the hand to pay and also the hand to receive, and therefore the Statute of Limitations did not run.

Lord *Wensleydale* concurred in holding that the bonds were not debts of the obligor expressly provided for by the trusts of the term created by the settlement of 1807; and that the suit was improperly constituted, but that upon the materials before the Court a proper decree might be made. He also thought that the term of 300 years was subsisting, and that money ought to be raised by means of it, as part of the general assets of the obligor, to pay the bonds, if they were not barred by the Statute of Limitations. But the statute began to run on the death of the obligor in 1816, and there was no satisfactory evidence of part payment. The only remaining question was, whether the bonds were taken out of the statute altogether, on the ground that a trust was created in the obligor, and Lord *Wensleydale* held, in opposition to the opinions of the Lord Chancellor and Lord *Cranworth*, but in accordance with that of Lord *St. Leonards*, that they were not.

Cases at Common Law specially Interesting to Attorneys.

COUNTY COURT PRACTICE—APPEAL—TIME FOR ENTERING INTO SECURITY.

Stone v. *Dean*, 6 W. R., Q. B., 602.

By 13 & 14 Vict. c. 61, s. 14, it is provided that a party desirous of appealing against the determination or direction of a county court judge in point of law, or as to admission or rejection of evidence, must, within ten days after such determination or direction, give notice of such appeal to the other party or his attorney, and also give security to be approved by the officer of the court for the costs of the appeal. In the case under discussion, notice of appeal had been duly given, but the requisite security for costs had not been entered into within the ten days. Under these circumstances the respondent took a preliminary objection to the appeal, to which it was answered by the appellant, that the statute limited the period within which the notice of appeal must be given, but left the time for entering into security unfettered. The singular construction of the section, however, thus insisted on, was rejected unanimously by the Court, who preferred the reading consistent with the words used in the statute, and required by the balance of convenience —viz. that the notice and the security should both be given within the ten days. It may be remarked that the law is thus laid down by Mr. Broom in his *County Court Practice*, p. 246, where he says, that besides giving notice of appeal, the plaintiff must, *within the ten days already specified*, give security, &c.

DISTRESS, LAW OF—DETAINING GOODS AFTER TENDER.

Loring v. *Warburton*, 6 W. R., Q. B., 602.

By the case of *Tancred* v. *Leyland* (16 Q. B. 669), it was decided in the Court of Exchequer Chamber that it is not actionable for a landlord to take goods in distress on a claim of more rent being in arrear than is really owing, and to sell them on such claim, provided always that the sale is not for more than sufficient to raise the true amount, together with legal charges. And in the subsequent case of *Glynn* v. *Thomas* (11 Exch. 870), it was held by the same Court (*Crompton*, J., diss.), that where some rent is due, and the distress therefore lawful, the detention by the landlord of the goods distrained is justifiable (without regard to the question whether they are or are not sufficient or beyond what would be required to realize the amount really due) until after the tenant has tendered the sum really due. The case under discussion shows, however, that immediately upon the tenant tendering such sum he acquires a right of action against the landlord in respect of any further detention, and that the tenant is not bound to re-plevy the goods distrained after he has made such tender and it has been refused. In this case, the tender of the sum really due took place after the distress had been made, but before the goods taken had been impounded.

JOINT-STOCK COMPANIES—LIABILITY OF SECRETARIES.

Penrose v. *Martyn*, 6 W. R., Q. B., 603.

This was an action on a bill of exchange, drawn by the plaintiff on a joint-stock company, registered as "limited," and accepted by the defendant in his capacity of secretary to the company. The defendant was sued personally because, in his acceptance, he omitted to state that the company in question was limited, and had therefore, as it was contended, brought himself under the penal enactment in the Joint-Stock Companies Act, 1856 (19 & 20 Vict. c. 47, s. 31), which, among other things, provides that any officer of a company registered as limited, who "signs any bill of exchange" on behalf of such company, wherein its *name* (part of which is by sect. 5 of the Act the word "limited") is not mentioned, shall be liable to a penalty of £50, and shall further be personally liable to the holder of the bill for the amount thereof, unless the same be duly paid by the company. It was urged for the defendant, that by the terms of this section he was only liable on the bill in default of payment thereof by the company, and that, according to the case of *Nicholls* v. *Diamond* (9 Exch. 154), the company were not liable on a bill so drawn and accepted. The Court, however, held that the company were liable, as the bill was addressed to them as the drawees, and accepted by the defendant as their secretary, with authority so to do; and they also held that the expression in the above section, of "signing" bills of exchange, included their *acceptance*.

PRACTICE—ERROR—SCI. FA.

Curlewis v. *Earl of Mornington*, 6 W. R., B. C., 604.

This case throws light upon the practice of error. There is an old writ called a sci. fa. ad audiendum errores, which, in the practice which prevailed before the Common Law Procedure Act, 1852 (when proceedings in error on a judgment in one of the superior courts commenced by writ of error and were considered as original, and not, as under the present procedure, as a mere step in the cause), was used to put the defendant in error to his answer in those cases in which the ordinary writ of error was not proper—as, for example, where the error was alleged in some inferior court of record, or where the error arose on an outbranch of the record by way of diminution. The case under discussion shows that under the practice which now exists, occasion may still arise for using this writ. Thus, it is the proper process to be sued out where the parties to the judgment in which error is alleged have become changed, by death or otherwise, after the judgment was given. For example, an administrator de bonis non may so dispute the validity of a judgment to which the original administrator was party; and, on the same principle, it is presumed that the writ would lie in the case of the personal representative of an *executor* party to a judgment in his representative character. From the elaborate judgment of Mr. Justice *Coleridge* in this case, the important conclusion may be gathered that, in all cases where it is desired to introduce *new parties* on the record, the writ of scire facias is the proper process, and that the proceeding by way of suggestion, as extended by the Common Law Procedure Act, 1852, is applicable only to the purpose of alleging collateral facts, which affect the same parties as those originally on the record. It is also said, in this judgment, that in cases where the scire facias ad aud. err. is required, the old form of the writ may be used without alteration, as the portions of it which are inapplicable to the present practice in error may be treated as mere surplusage. We own, however, that this seems to us but a slovenly mode of managing the process of the courts, and that it would be well that the masters should be directed to frame a writ suitable to the exigencies of the existing practice.

CLAUSE IN CONTRACT AGREEING TO REFER FUTURE DISPUTES TO ARBITRATION—17 & 18 VICT. C. 125, S. 11.

Hirsch v. *Im Thurm*, 6 W. R., C. P., 605.

The law as to the effect of an agreement to refer to arbitration any future matters which may become in controversy between the parties in respect to any particular transaction appears to turn a good deal on the form of the clause. But in the case of a proviso, framed so as not to form a valid defence at law if an action be thereafter commenced for breach of the contract in which such proviso was inserted (see *Thompson* v. *Charnock*, 8 T. R. 139; *Scott* v. *Avery*, 25 L. J., H. L., 308), if such an action be commenced thereon, nevertheless the proceedings may, under 17 & 18 Vict. c. 125, s. 11, be stayed by the Court or a judge on such terms as to costs and otherwise as may seem fit. In order, however, to obtain such stay, the defendant must appear to the action, and make his application before plea, and must also satisfy the Court or judge that no sufficient reason exists why the reference should not be made, and that he himself is ready and willing to join and concur in all acts necessary and proper for causing the matters put in suit to be decided by arbitration as originally agreed. And there is also in the provision power reserved for the subsequent discharge or varying of the rule or order staying the proceedings, as justice may require. The case under discussion was a motion for a rule to stay proceedings in an action brought for the breach of a contract, which contained such an agreement as above referred to. The application had been first made at chambers, but was referred to the Court, and the question turned upon the *reasonableness* of resorting to the arbitration under the circumstances of the case. The contract was one of warranty with regard to certain seed, and the plaintiffs urged that they could not discover the breach of which they complained before they had converted the seed into oil, so as to test its quality, and that the referees fixed on by the arbitration clause, viz. brokers, were not proper judges of the oil, though they might be of the seed. To this representation the Court would have listened, if the plaintiffs had been in a condition to show that *all* the seed had been converted, or that the brokers could not have satisfactorily estimated the whole from the part which remained unconverted. But as it was, they made the rule absolute, though without costs.

It may be remarked, that the plaintiffs in this case do not seem fortunate in the result of their applications. In a recent case (*Wallis* v. *Hirsch*, 1 C. B., N. S., 316), they were on the other side—being sued on a contract of warranty by the purchaser from them of certain linseed cake, as to which a dispute arose. This contract contained a similar arbitration clause;

and, accordingly, Messrs. Hirsch made application for a stay of proceedings, under this same section. In this case, however, in answer to the application, *fraud* was alleged against them; and on this account the Court refused to interfere, saying, that it could not be supposed that the parties contemplated to refer a case of fraud; and that, where such a question arose, a jury was the proper tribunal to which recourse should be had. In this case the costs of the application, both to chambers and the Court, were directed to be costs in the cause.

It may also be observed, in connection with this 11th section of the Common Law Procedure Act, 1854, that it has been decided (*Livingston* v. *Ralli*, 5 Ell. & Bl. 132) that, where an agreement to refer future disputes to arbitration has been entered into and violated, an action for breach thereof may be maintained by the party injured.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

The address of the Council of the Incorporated Law Society to Lord Chancellor Napier, on his elevation, has already been adverted to in these columns. A few days since, a still more flattering address was presented to his Lordship, signed by about 600 clergy of the Irish branch of the National Church, most of whom were his constituents during the many years (1847—1858) when he represented the University of Dublin in Parliament. Accompanying the address was a magnificent copy of the Bible. Referring to this, the keeper of her Majesty's conscience (in Ireland) said, in his valedictory reply to his clerical admirers, that it was the richest legacy which he should be able to leave to his children.

It has been sufficiently announced, during the progress of the discussion in Parliament on the case of Mr. Cecil Moore, recently appointed Sessional Crown-Solicitor for the county of Tyrone, that an address spontaneously originated from a large number of magistrates, clergymen, and others, residents in the county, speaking of that gentleman's character and qualifications in the highest possible manner. Two opinions may possibly exist as to the wisdom of appointing the secretary of an Orange lodge to a crown-solicitorship; but there can be one only as to the fitness of Mr. Moore for any office within his reach. It appeared, from what the Attorney-General said during the discussion, that the emoluments connected with the office of crown-solicitor at quarter sessions do not amount to more than £150 per annum. The regular crown-solicitor for the county, whose duties take him only into the assize courts, enjoys three or four times as large an official income; and as these appointments do not debar from practice, they are very much sought after by the attorneys.

Addresses seem quite the fashion just now. Mr. J. H. Otway, Q. C., has just completed his sittings as deputy for the assistant-barrister (county court judge) of a northern county. His essay on the bench has given such satisfaction to all the local practitioners, that a complimentary address from them marked the close of the sessions. As Mr. Otway has shown such aptitude in his new occupation, it is matter for regret that his engagement should be of so temporary a nature, especially as some of the Irish county court judges are, from age and infirmity, altogether past work. For the purpose of superseding some of these, a Bill has been introduced, which now stands for the second reading, not only providing an increased retiring allowance for such of them as will vacate their chairs, but also enabling the Chancellor to superannuate those who ought to retire, but are unwilling to retire.

The retirement of Mr. Registrar O'Keeffe from the Court of Chancery was immediately followed by that of his colleague, Mr. Long—a veteran officer of the court, who originally came over to Ireland with Lord Chancellor Hart. Mr. W. D. Ferguson and the Hon. H. Sugden succeeding to the vacant places, the office of assistant-registrar (with a salary of £1000) was conferred on Mr. W. Drury, well known to the bar as the Reporter of Lord Chancellor Sugden's decisions, from 1841 to 1846. Mr. Finch White, barrister-at-law, has been appointed secretary in lunacy matters in the room of Mr. Drury, promoted. All these appointments have given great satisfaction to the lawyers.

For several years the profession has been in want of a book on the new practice of the Court of Chancery in Ireland. This want was to a great extent supplied last week, by the publication of a collection of Rules and Orders of the Court, by Mr. Gamble. This work, under a modest title, gives most of the modern Orders, with the cases decided on them; also notes of English decisions; it contains, moreover, a very complete index, considered by some to be the most valuable portion of the work. Immediately on the announcement of Mr. Gamble's book, a counter-advertisement appeared in the journals, stating that a "Practice of the Court of Chancery," by a Mr. Blackham, was in preparation, but would not be published before Michaelmas Term, in order that some alleged statutory alterations, to be effected during the present session, might be included in it. A rejoinder by Mr. Gamble's publisher appeared in the papers next day, stating that, in point of fact, no Act of the present session would in the slightest degree affect the practice in Chancery, excepting only a short Bill, enabling the Court of Chancery to call in a jury for the trial of issues of fact, and to award damages in certain cases.

The privileges of the junior bar have found a staunch defender in the present Chancellor. On Saturday, for instance, an application was made to refer a petition to the Master, under the 15th section of the Chancery Regulation Act. The Court took notice of the fact, that the signature of one of her Majesty's counsel only appeared at the end of the petition, and refused to make any order, on account of the absence of any signature of junior counsel. Yesterday the application was renewed, and it then clearly appearing that the counsel who had signed the petition had taken his silk gown since affixing his signature, the Lord Chancellor made the order of reference.

At the nisi prius sittings (before O'Brien, J., and a special jury) a cause of *Upton* v. *Handcock* has just been tried, which has attracted a good deal of notice. The defendant was, during 1852 and 1853, living in London in a state of abject poverty; and while in that condition became indebted to the plaintiff, Mrs. Upton, in various sums for board, lodging, and pecuniary advances. Shortly afterwards the defendant, under the terms of a compromise, unexpectedly came into possession of property in Ireland, producing an income of several thousands a-year. It appeated from the evidence, that the plaintiff was thereupon engaged as his housekeeper, and during the time she held that situation, she experienced harsh treatment, which, together with the non-payment of the sums due to her, led to the present action being brought. In replying for the plaintiff in a forcible address, Mr. *Sullivan*, Q. C., strongly censured the conduct of the defendant, and of Captain Gore, one of his friends, who had taken a part in the transaction, which, to the learned counsel, appeared to justify the utmost condemnation. In the course of the trial it came out that a receipt, purporting to have been given by the plaintiff for the moneys claimed by her, had been, in fact, forged by the defendant's valet, an individual who so contradicted himself on cross-examination that the judge ordered him into custody forthwith. In summing up, the judge left it to the jury to determine whether the assistance rendered by the plaintiff was to be regarded as a gift, for which repayment was not expected, and could not be enforced. His Lordship proceeded to say, that there was no evidence to show that the defendant was privy to the forgery of the plaintiff's initials to the account; and as to the alleged ill-usage, there was a conflict of testimony, as to which the jury would form their own opinion. The jury, without leaving the box, found for the plaintiff with £350 damages, made up as follows—£157 for the assault, and the residue for board, advances, &c.

Immediately after the conclusion of the trial, Captain Gore, considering himself aggrieved by Mr. Sullivan's remarks, wrote a letter to that learned counsel, demanding that an apology should be sent before the noon of next day. Believing that a breach of the peace was contemplated, Mr. Sullivan very properly attended at the police-office, and swore informations in the usual form before the presiding magistrate. Captain Gore was thereupon bound over in heavy recognizances to keep the peace.

MACKENZIE'S BOOK-KEEPING FOR SOLICITORS, &c.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—As you have brought me to grief by your observations on my work above mentioned, I trust you will ease my mind a little by allowing the following few remarks to appear in your next number.

I have, nearly all my life, been engaged on the subject of accounts, both in Scotland and England, and have, for upwards of the last thirty years, both before my admission and since, "kept the books," and superintended the system of solicitors' book-keeping contained in my work, in the places of business with which I have been connected, and I really profess to know something of the subject.

I am acquainted with the systems, and want of system, of accounts, of many solicitors in London and the country; and I beg to state, that all who have seen the system I have recom-

mended have acknowledged it to be the simplest and most suitable. The time saved by the mode of keeping the day-book is a great desideratum, and the proof of correctness by the "weekly statement" has been allowed to be admirable.

I do not, however, expect long-continued systems to be readily altered, except, perhaps, in part, even where a better is recommended; but I think that a work like mine may be very useful to our young friends entering the profession. At all events, I am sure you will agree with me, that the *subject* should be earnestly recommended to their notice.

You will find from my work that I agree with you in various points, as regards what you consider the best system of book-keeping, and of which you have given an outline; but in other points I respectfully differ from you, for reasons which, to mention, might take up too much of your space.—I am, Sir, yours very obediently, THE AUTHOR.

July 7, 1858.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

The two following important papers have been prepared by the council of this society, and sent to leading members of Parliament, and otherwise circulated:—

PROBATES AND LETTERS OF ADMINISTRATION ACT AMENDMENT BILL.

Objections to Clauses 7 and 24 in the Bill, and Suggestions for Amendment of Clause 24.

The Court of Probate Act (20 & 21 Vict. c. 77, s. 20) provides that "no person shall be appointed a registrar or district registrar who shall not be or have been an advocate, barrister-at-law, proctor, solicitor, or attorney-at-law, unless at the time of the passing of the Act he was performing in person the duties of registrar or deputy registrar of some ecclesiastical court in England, or was acting as articled clerk, or paid clerk to a proctor in Doctors' Commons, or as officer or clerk in the office of the Prerogative Court of Canterbury, or of the Prerogative Court of York, or any diocesan court." It will be seen that it thus expressly limits the qualification by clerkship to persons acting as clerks at the time of passing the Act.

Clause 7 of the present Bill proposes to enact that any clerk in the principal registry of the Court of Probate shall be eligible to be appointed a registrar or district registrar. This clause would make eligible for the office of registrar a person who had been a clerk in the principal registry at any time, whether before or since the passing of the Court of Probate Act, and for however short a period, and without regard to whether the post he holds in the principal registry be one that would afford him opportunities of acquiring that knowledge which is requisite for his properly exercising the duties of a registrar.

It is submitted that such a provision is extremely objectionable on public grounds. The offices of registrar and district registrar are places of great importance and responsibility. Those officers exercise judicial powers in a large portion of their duties. Very many cases necessarily pass through their hands, and are completed by them, which never come under the eye of the judge. They decide in almost all cases of non-contentious business, which are by far the most numerous, and which, from their not being contested, are the most open to fraud or mistake.

The mere fact that a person shall hold the post of clerk to the registrar does not (alone) afford any guarantee that he is qualified by legal and general education, or station, for the office of registrar or district registrar.

The office of registrar in the Probate Court is in no way similar to that of a registrar in the Court of Chancery or other court, who has merely to register the decrees of the Court.

Their decisions, which are ex parte in all non-contentious cases, are of a most important nature, and affect property to the greatest amount, and any errors committed by them are frequently irretrievable.

It is necessary in order to afford proper security that the registrars and district registrars should be selected from persons qualified in a high degree for the office. The practice and experience that may be obtained by persons holding the office of clerks in the registrar's office may be useful, but it should not be allowed as a substitute for those other tests of qualification to which these parties must have been subjected, who were authorised by 20th section of the present Court of Probate Act to hold the office.

It is therefore submitted that clause 7 should be omitted.

By the 21st section of the Court of Probate Act, it is enacted that "no registrar of the principal registry of the court, nor any officer or clerk in the principal registry thereof, shall, during the time of his holding such office, directly or indirectly practise as an advocate, barrister, proctor, solicitor, or attorney, or receive or participate in the fees of any other person so practising." This clause was decidedly objectionable, as it left it open to practitioners to practise in the district courts of which they might be at the time the district registrars.

By the first part of the 24th clause of the Bill now before the House, it is provided that "no district registrar appointed under the Court of Probate Act shall practise either directly or indirectly as an advocate, barrister, proctor, solicitor, or attorney, or as agent to any such party, in reference to any business coming before himself as district registrar, or coming before any person as district registrar holding the office of district registrar conjointly with himself."

This proposed enactment appears to be very proper (subject to some additions proposed below) and to remedy a great defect in the existing Court of Probate Act. But it is qualified by the following objectionable proviso, viz. "Provided that every district registrar shall be entitled in cases where parties apply in person for grants of probate or administration to him, or to any person holding the office of district registrar conjointly with him, to do such acts, and to receive such fees, as have been or shall be hereafter sanctioned by any rules and orders, or any table of fees issued or to be issued from time to time under the provisions of the said last-mentioned Act" (20 & 21 Vict. c. 77).

There appear to be strong objections to this proviso:—

1. The registrars and deputy registrars have as above explained to perform certain official duties for the Court of a most important and quasi-judicial nature, and it is highly objectionable that they should act as agents for the parties seeking to obtain the grant of Probate or Letters of Administration, or to take any other step in the court to which they are registrars. When the application is made by the party interested, or by his proctor or solicitor, the registrar's duty is to investigate strictly the facts laid before him, and the documents and evidence on which the grant is to be founded, or other act done or allowed. It is objectionable that the registrar should be allowed to act in the two capacities of judge and of agent to one of the parties interested, the more particularly as numerous other parties interested are in no way represented or protected in the proceeding, except it be by the fact of the registrar or district registrar being an entirely disinterested party. By allowing the registrar to act as agent for the interested party, the Court and the public will lose the advantage of the security which an independent and disinterested officer would otherwise afford.

2. If the registrar be allowed to receive fees for transacting business as the agent of parties who like to employ him in the transaction of the business, he will have a decided pecuniary interest to facilitate the business thus entrusted by the parties to his care and conduct; and to overlook objections and forego inquiries and evidence that might have occurred to him, or that would properly have been required by him if he had merely been in the position of registrar when the application was made to him by a solicitor or proctor on behalf of the party interested.

3. The intention to allow fees to be taken by the district registrars for business done by them as registrars, according to a lower scale than the fees allowed to other practitioners, will have a tendency to throw a large part of the business in the districts into the registrar's hands, and thus tend to increase the evil above pointed out as likely to arise by the proposed enactment.

4. The allowance of fees to an officer of the court, as such, is highly objectionable, and contrary to the practice now almost universally adopted of paying public officers by salary. In this case the evil will be far greater than usual, as the officer receiving the fees will at once cease to afford any protection to the client as to the amount or propriety of fees charged.

The 21st section of the Court of Probate Act prohibits any registrar officer or clerk in the principal registry from practising either directly or indirectly. It is submitted that this prohibition should now be extended to the clerks of the district registrars, by introducing words to that effect into the 24th clause of the present Probate Act Amendment Bill; and the clause should be further amended by forbidding any such district registrar, or his clerk, from participating in the fees of any other person practising in the court.

It is therefore suggested that the clause 24 should stand amended in the following form:—"No district registrar, appointed under the Court of Probate Act, nor any officer or clerk

of such district registrar, shall practise, either directly or indirectly, as an advocate, barrister, proctor, solicitor, or attorney, or as agent of a proctor, solicitor, or attorney, in reference to any business coming before him, or coming before any person to whom he is clerk or officer, or coming before any person as district registrar, holding the office of district registrar conjointly with himself, or with the person to whom he is clerk or officer."

LAW OF PROPERTY AMENDMENT BILL.

Objections to Clause 28.

The general object of the Bill is highly beneficial to the public, and it will have the effect of obviating legal difficulties in the title to freehold and leasehold property, which are of constant occurrence, and are attended with heavy legal expenses.

But the 28th clause will have a very prejudicial effect. It enacts that any seller of land which shall be assigned to a purchaser, or the solicitor of any such seller, fraudulently concealing any settlement or other instrument, or any incumbrance, from a purchaser, or falsifying any pedigree upon which the title may depend, in order to induce him to accept the title offered, shall be guilty of a misdemeanour, and being found guilty shall be liable to punishment by fine or imprisonment, with or without hard labour, or by both, as the Court shall award, and shall also be liable to an action for damages at the suit of the purchaser, or those claiming under him, for any loss by him or them in consequence thereof.

It is the duty of solicitors, in order to save expense to their clients, to commence the title from as late a period as the circumstances of each case will admit, and not to abstract or give notice of any title-deeds which shall appear to them not to be strictly necessary to the title. In a mere pecuniary point of view, it is his interest to abstract fully and at length, and to give notice of every deed which at any period of time related to the title.

A deed may sometimes be omitted from the abstract, owing to its being thought by the vendor's solicitor to be quite unnecessary, though subsequent investigation, or the production of further deeds, may show that it is necessary to the title. It is frequently very difficult to decide whether a deed is necessary or not; and, in omitting to deliver an abstract of all the deeds in his possession, ancient or modern, the solicitor may possibly err, though acting with the best intentions, against his own interest, and with the sole desire to save expense to his client.

If, either from these motives, or through accident or inadvertence, any settlement or incumbrance affecting the title should be omitted, and any loss or damage should afterwards ensue to the purchaser, it might be imputed to the solicitor that he had omitted to give notice of it with a view to defraud; and he might, though perfectly innocent of fraud, be exposed to the risk of an indictment for misdemeanour.

The existing law is quite sufficient to reach any case of actual fraud, whether committed by the vendor or his solicitor.

If the clause becomes law, every prudent solicitor must give notice to the purchaser of every deed in his possession which relates to the property, and he will in that way alone avoid all risk of an indictment, and his fees and those of the purchaser's solicitor will be proportionably increased.

The main object of recent legislation as to landed estates has been to facilitate the deduction of title, and to diminish the expense attending it.

This clause will counteract much that has been done for that purpose.

It is respectfully but strongly contended that the 28th clause should be omitted.

KENT LAW SOCIETY.

The Annual General Meeting of the Kent Law Society was held at the Lord Warden Hotel, Dover, on Monday, the 14th June, 1858; Mr. MONCKTON, vice-president, in the chair.

The following gentlemen were present:—Messrs. Henry Bathurst, Bosworth, Bristow, W. Bristow, Brockman, Callaway, Case, Cole, Daniel, Farrar, Fielding, Furley, Goodwin, Gorham, Hills, Hinds, E. Hoar, M. Kingsford, Kipping, Knocker, E. N. Knocker, Latter, J. B. Monckton, Neve, E. Norwood, Pain, Pidcock, S. Plummer, jun., Sankey, H. T. Sankey, Scratton, Scudamore, Smith, Snowden, Tassell, Thompson, and H. D. Wildes.

The accounts of the treasurer were audited, and there was found to be a balance in his hands of 136*l.* 17*s.* 6*d.*

Mr. Monckton was appointed the president, and Mr. Thompson the vice-president of the society for the year ensuing.

The deaths of Mr. Thomas Carnell, of Sevenoaks, and of Mr. Henry Coare Kingsford, of Canterbury, two of the members of the society, were reported.

It was also reported—That Mr. Richard Bathurst, of Faversham, had retired from the society. That Mr. William Nash Ottaway, of Staplehurst, by the operation of the 18th rule, and Mr. Walter Sprott, of Tonbridge Wells, by the operation of the 6th rule, had respectively ceased to be members of the society.

It was resolved—That the next annual meeting of the society should be held at the Ship Hotel, at Greenwich.

Mr. Frederick Talbot Tasker, of Dartford (proposed by Mr. Brockman, and seconded by Mr. Cole), Mr. William South Norton, of West Malling (proposed by Mr. J. B. Monckton, and seconded by Mr. H. D. Wildes), Mr. Arthur Whitehead, of Maidstone (proposed by Mr. E. Hoar, and seconded by Mr. Sankey), Mr. Thomas William Marchant, of Deptford (proposed by Mr. Bristow, and seconded by Mr. Smith), Mr. James Bassett, of Rochester (proposed by Mr. Scudamore, and seconded by Mr. Bristow), and Mr. John Brennan, of Maidstone (proposed by Mr. Furley, and seconded by Mr. Bristow), were severally duly elected members of the society.

The question of what is the fair and proper division of business and profit between the country solicitor and his proctor or London agent, on proving a will or taking out letters of administration, and what are the proper fees payable to a commissioner for the oaths and exhibit on proof of a will, having been brought under the notice of the meeting,—it was resolved—That the consideration of these subjects be left to the committee for special purposes, with a request that they will report and offer such suggestions for the guidance of the members of the society as they may consider requisite.

It was resolved—That the secretary be requested to communicate with the Incorporated Law Society, and the Metropolitan and Provincial Law Association, on the propriety of the appointment by a registrar of a practising solicitor to act as his clerk in the district registry office, and of such clerk practising as a solicitor in the same district court, with a view of obtaining from Parliament, if practicable, a prohibition of such a course of proceeding.

Notice was given, that, at the next annual general meeting, it will be proposed that the 7th rule of the society be altered by the omission of the words "in East and West Kent alternately," and by adding after the words "at such places," the words, "in the county of Kent."

VACATION BUSINESS AT THE JUDGES' CHAMBERS.

QUEEN'S BENCH CHAMBERS.—*July* 12, 1858.

The following regulations for transacting the business at these chambers will be strictly observed till further notice:—

Acknowledgments of deeds will be taken at a quarter before eleven o'clock.

Original summonses to be placed on the file.

Summonses adjourned by the judge will be heard at eleven o'clock.

Summonses of the day will be called and numbered at ten minutes past eleven o'clock, and heard consecutively.

The parties on two summonses only will be allowed to attend in the judge's room at the same time.

All long orders to be left, that they may be ready on being applied for the following day.

Counsel will be heard at half-past one o'clock. The name of the cause in which counsel are engaged to be put on the counsel file.

Affidavits in support of ex parte applications for judge's orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly indorsed with the names of the parties, the nature of the application, and a reference to the statute under which any application is made; the party being prepared to produce the same.

COSTS ON APPEALS.

At the Sittings in Error in the Exchequer Chamber, on the 5th instant, Mr. Baron Martin said it was the intention of the Court, that, in all appeals, when the judgments were affirmed, they should be affirmed with costs.

Review.

Oke's Magisterial Synopsis. 6th edition. London: Butterworths. 1858.

It is little more than a twelvemonth since we noticed, and with much pleasure, the *fifth* edition of this useful volume.*

* *Vide* vol. i. p. 246.

That the merits of the Synopsis were appreciated by the profession its present re-issue, after such a very short space of time, sufficiently proves. Indeed, we remember few instances of a success so rapid, and our satisfaction in the appearance of the new edition would be without alloy were it not for one ground of complaint, which we will briefly mention before proceeding to speak of the additions to this part of the law which a single year has produced.

The price of the edition published in 1857 was 28*s*. The price of that published in the present year has swollen to the formidable dimensions of £2. Now, after such a rapid exhaustion of the previous issue, that now published can scarcely be called a venture. It is certain to be sold off, and that (we will venture to assert) within a space of time which would properly remunerate author, publisher, printer, and all concerned, had the price now charged for the work been regulated by the additional matter given to the purchaser. But we find that, whereas the fifth edition contained 780 pages, the sixth numbers 1018; and hence a very simple calculation, by the aid of our old friend the Rule of Three, gives 36*s*. 6*d*. as the outside price which should be charged for the latter. Now, this is a matter for which the author himself is very likely not responsible. We do not, of course, know the nature of the contract which may subsist between Mr. Oke and his publisher; but the probability is, that the price has been fixed by the latter; and, at all events, we think the public have a right to expect that the price they are called on to pay for a new edition shall be calculated upon a fair and equitable scale. It is, no doubt, possible that, in particular cases, the author may have bestowed such extra time and trouble on the subsequent edition of his work as to make the price charged for the preceding issue of it no longer a fair standard; but with regard to the book before us, we see no reason to believe that such is the explanation to be offered; and we may remark, that the short space of time which has elapsed between the two editions is of itself pretty strong evidence to the contrary.

Let us now examine a little into the reforms effected in magisterial law since our last notice of the "Synopsis."

To take these in the order in which the subject is treated in that work, we have, first, a most important measure affecting the law and procedure generally upon summary convictions and orders. We allude, of course, to the appeal now allowed under 20 & 21 Vict. c. 43, from the *law* laid down by justices in the exercise of their summary jurisdiction. Respecting this most important alteration Mr. Oke truly observes, that, "previously to the Act, it was always felt as a great blemish in our law that there was no such power as is given in this statute, and no means given of reviewing the decisions and proceedings of justices acting within their jurisdiction, except in those few cases in which an appeal was allowed against the conviction or order." We have ourselves frequently expressed our belief that this Act is likely to prove most beneficial in its operation, and we rejoice to perceive that it is rapidly making itself known, and that, on the whole, it works satisfactorily.

Considerable additions have been made in the present edition to the synopsis of offences within the provisions of 11 & 12 Vict. c. 43, which forms the subject of the second chapter of the first part of the work. Here have been introduced the penal clauses of the 20 & 21 Vict. c. 49, requiring banking companies to register themselves under the Joint-Stock Companies Acts 1856, 1857—those of 20 & 21 Vict. c. 81, with regard to certain offences connected with burials,—of c. 48, with regard to industrial schools, in the case of children charged with vagrancy—and of 20 Vict. c. 13 (not, by the way, 21 Vict. c. 9, as printed at pp. 418, 420, & 422, of the Synopsis), in reference to the system of military law as organised by the Mutiny Act of 1857, which has just been supplanted by the ninth chapter of the present session. The next material additions occur in the list of indictable offences contained in the second chapter of the second part. Here the provisions of the famous 20 & 21 Vict. c. 54, with regard to fraudulent bankers and trustees, figure at large; and reference, also, is here made to the new powers conferred by the Legislature on justices with regard to obscene publications. These last, however, are given more in detail among those matters which may be done in petty sessions (see pp. 908—910) in the third part of the work; and this, as being of a miscellaneous description, has also been the place selected for several acts of last session imposing new duties on magistrates. These do not fall within the scope of the tabulated arrangements of the work, which (as we observed in our former notice) we hold to be its chief characteristic. By these are shown, at a glance, the general nature of each offence, the statute by which it is regulated, and other useful particulars, according as the offence in question falls under the class of those punishable on indictment or by way of summary conviction. But still these novel proceedings are both numerous and important, and the reader will find them industriously, and, as far as we have been able to test them, fully and accurately noted up. They include applications under the new Divorce Act, for protection of the wife's property in cases of desertion, and those for search warrants for obscene publications above referred to, together with some others of minor interest.

On the whole, we may assure our *rich* readers, who may happen to have bought the previous edition, that they cannot do better than purchase the new one, and that they may feel happy in the possession of a Synopsis which, up to the date at which we are writing, is a very fair specimen of accurate compilation. To our poorer friends (if we have any in the same position) we would say, wait a while. A session or two will render your new purchase as defective as your investment of last year now is; and we think that the labour of a few hours on the copy now in your possession, with the Acts of last year at your elbow, would enable you to keep your money in your pocket for a few sessions longer. Lastly, for the benefit of those who, having to do with magisterial duties, are not already the owners of a Synopsis, we have no hesitation in repeating our former strong recommendation of Mr. Oke's work. It is, in all respects, an admirable one.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, July 5.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

Upon the motion of Lord CRANWORTH, this Bill was referred to a select committee.

COUNTY COURT DISTRICTS BILL.

This Bill passed through committee.

Tuesday, July 6.

COUNTY COURT DISTRICTS BILL.

On the report of amendments to this Bill,

Lord BROUGHAM said, that the amount involved in the suits brought last year in the county courts, was £700,000. There were 10,000 suits brought in the county courts for sums in which the superior courts held a concurrent jurisdiction, and only 2000 in the courts of Westminster. He had always advocated an equalization of the salaries of the county court judges, but he regretted that the House of Commons had shown a disposition to carry this into effect by cutting down the salaries to a minimum, instead of adopting the maximum.

The LORD CHANCELLOR said, this Bill would go a fair way towards promoting Lord Brougham's object by equalizing the duties of the judges. No doubt several of the judges were overtasked; but there were others whose duties were so light that it would be ludicrous to think of raising their salaries to the extent proposed. Only yesterday, when he proposed a clause to prevent references being sent to the county court judges, on account of the duties they had already to discharge, Lord Wensleydale showed him a list, from which it appeared that some of them did not sit more than 45 days in the year. Whether this Bill would so equalize the labours of the county court judges as to make it reasonable that their salaries should also be equalized was a matter that must be determined hereafter.

The report was then received.

Thursday, July 8.

BANKRUPTCY AND INSOLVENCY.

In answer to Lord TRURO,

The LORD CHANCELLOR said, that the law officers had been engaged in, preparing a Bill for the amendment of the law o bankruptcy and insolvency; but, as he should be responsible for that Bill in their Lordships' House, he was unwilling to lay it upon the table until he had carefully considered it. He hoped in a very few days to present it, but he had no expectation of passing it in the present session. He should, however, invite their attention to this subject, in the hope that by their assistance he might make the measure as perfect as possible.

COUNTY COURT DISTRICTS BILL.

On the motion for the third reading of this Bill,

The LORD CHANCELLOR corrected an error into which he had fallen, in stating, on the authority of a friend, that one of the county court judges had been employed only forty-five days in one year. He had since found that the return was for nine months, and that by a mistake of the clerk forty-five was inserted for 115. He thought an employment of 115 days in nine months was not such as to induce their Lordships to think the county court judges overworked, or to sanction an increased salary.

The Bill was read a third time and passed.

HOUSE OF COMMONS.

Monday, July 5.

ADMIRALTY COURT BILL.

This Bill was read a second time, and the committee fixed for the 16th of August.

Tuesday, July 6.

WILLS OF BRITISH SUBJECTS ABROAD BILL.

This Bill was read a third time and passed.

CORONERS' INQUESTS.

On the order of the day for the adjourned debate on the motion for a select committee on this subject,

Mr. DEEDES said, that the Member for Oldham, in moving for the select committee, animadverted strongly on the conduct of the magistrates of Kent in reference to the coroners. He did not think those animadversions justified. Since the committee was moved for a commission on the subject had been issued, and he therefore supposed that Mr. Cobbett would not now vote for the committee.

Mr. COBBETT said it was his intention merely to state facts. Upon seeing the report of the commission, if it did not deal with the question as fully as he wished, he should renew his efforts to obtain a more complete inquiry. He would now withdraw the motion.

The motion was accordingly withdrawn.

COPYHOLD ACTS AMENDMENT BILL.

This Bill passed through committee.

Wednesday, July 7.

NEW TRIAL IN CRIMINAL CASES BILL.

Mr. M'MAHON, in moving the second reading of this Bill, explained that its objects were to remove doubts which had existed for 40 years with respect to the power of the Court of Queen's Bench to remove indictments after trial into that court, and to grant a new trial; to remove doubts as to whether the statute of Edward I., with regard to bills of exceptions in civil cases, applied to criminal cases; to allow subordinate courts to grant new trials; to authorise the removal of cases from sessions to assizes; and to authorise, in certain criminal cases, the summoning of special juries. He concluded by moving the second reading of the Bill.

Mr. WALPOLE would not oppose the second reading, but on the understanding that he did not admit the principle of the 17th clause.

Mr. J. FITZGERALD objected to the Bill being read a second time. At present there was an appeal on points of law to a satisfactory tribunal; but to extend the principle to questions of fact would be productive of great delay, and would diminish the responsibility of the jury. It was a wise principle of the English law, that, where any doubt existed, the prisoner should have the benefit; but if an appeal from the verdict of a jury were established, that principle would be swept away, and juries, knowing that their decision might be reversed, would be apt to return a verdict according to the preponderance of the evidence. On the other hand, did Mr. M'Mahon mean that in cases of acquittal there should be an appeal from the verdict of the jury? That was a principle which he would resist to the utmost of his power.

Mr. BARROW supported the second reading, on the ground that in cases where only property was concerned there was an appeal from the decision of the jury, and it was absurd that there should be none in cases where life and liberty were involved.

Mr. BOWYER said, that all the arguments used by Mr. Fitzgerald against this Bill were formerly urged against allowing counsel for the prisoner to be heard in cases of felony. Yet the measure had worked satisfactorily, and there was every reason to believe that this Bill would be equally successful. The right of appeal existed in civil cases, and surely where a man's life or liberty was at stake that right ought to be conceded. In the case of Mr. Barber they had an exemplification of the necessity of enabling a prisoner to have his sentence reviewed by a higher tribunal than that which had convicted him. Sir F. Pollock had by his intervention saved several innocent men from public execution. Surely in these instances the review of the verdicts of the juries would have been desirable. But without dwelling upon particular cases, he insisted that the sentence of a criminal court should be subject to the revision of some superior tribunal. The principle on which this Bill proceeded had been recognised by the highest authorities as the saluberrime remedium appellationis, and he should cordially support it.

Mr. CROSS believed that some parts of this measure needed amendment, but that was no reason for rejecting its principle. No doubt one great end to be sought by the criminal law was certainty of decision; but then, that certainty should be for the right decision; and when they talked of the necessity of an example, they ought to take care that they made an example of the right man. The delay and expense which had been so much spoken of ought not to weigh against the essential points —viz. that they should convict the right man, and convict him according to law. The same objection might be raised against a writ of error; yet he had never heard anybody contend that the power of taking up the record to the House of Lords should be done away with because such a proceeding caused a delay. Why should not the like remedy exist for any other mistake made in the course of a criminal trial? At present, it depended upon the consent of the judge whether a question of law should be reserved or not; but he did not think that such a condition ought to be maintained. As to questions of fact, he did not see why there should be a distinction kept up between the remedy as to a civil right and as to a matter of criminal law. There was no ground for apprehending that under this Bill the courts would be overwhelmed by applications for new trials, because in criminal cases, if the judge were satisfied with the decision of the jury, the Court above would not disturb the verdict.

Mr. JOHN LOCKE thought this Bill would be of great benefit if it did no more than enable counsel, with or without the consent of the judge, to bring his decision on points of law before a higher court. If this measure passed, another advantage would be, that, instead of the present irregular and extra-judicial system of appealing to the Home Office for redress against improper sentences, the decision of the judge or the verdict of the jury could be fairly reviewed by the judges sitting in Westminster Hall.

Mr. W. MILES believed that this measure would do away with the right of trial by jury, because jurymen were judges merely as to the facts, and an appeal from their verdict was proposed to be given. From his experience of quarter sessions he could state that the proceedings there usually took place in the presence of a considerable array of counsel; and, when a sentence was complained of, the notes of the trial, as well as the representations of the friends of the prisoner, were submitted to the Home Secretary, whose decisions, after carefully examining the whole of the case, elicited general satisfaction. An appeal upon points of law was entirely unobjectionable; but if the right were extended to matters of fact, the effect would be most mischievous. Every pettifogging attorney in the country would try to upset the verdicts of juries, and there would be no end to the new business imposed upon the judges. He moved as an amendment that the Bill be read a second time that day six months.

Mr. EVANS inquired whether the Bill was intended to apply to cases of acquittal as well as of conviction?

Mr. ROEBUCK said, that where a man's interests were concerned, he could carry his case to the highest court in the land —the House of Lords; but where a man's life was concerned, the law declared that the case should be tried only once. It was said that this Bill would destroy trial by jury, because that trial was now final. He denied that the verdict of a jury was final when it underwent review, not by the Secretary of State, but by the secretary of the Secretary of State. Justice was not justice unless the people believed it to be so. Opposition similar to that now raised to this Bill, and in some respects on precisely the same grounds, was made to the proposals to allow prisoners to give sworn evidence in their favour and to be heard by counsel; but both these measures had worked with great advantage. He hoped that the House would assent to the second reading of this Bill.

Mr. BLAKEMORE thought that the objection of Mr. Miles was fatal to the principle of this Bill, and he should, therefore, vote against the second reading. At the same time our criminal practice required improvement. No man ought to be tried for his life before a single judge, who had no opportunity of con-

sulting another, as was generally the case in Wales. He hoped that this Bill would be withdrawn, and that in any future measure there would be a provision to remedy this evil.

Mr. LOWE was unwilling that the criminal should absorb all the compassion of the House. Some regard ought to be shown for the public. Now, any one who carefully considered the mode of administering criminal justice in this country would see that our great tenderness to the prisoner led us to provide him with every possible loop-hole of escape, often to the great injury of society, by allowing a great many guilty to escape. Including the examinations before the magistrates and grand jury, and the appeal to the Home Secretary, every prisoner might have at least four trials. He also agreed with the member for Surrey that if this power of appeal was given to the man who could pay for it, it must also be given at the expense of the country to those who had no money. For these reasons he regretted that the Home Secretary had consented to the second reading of the Bill, and he hoped that the Government would reconsider that decision.

Mr. DE VERE denied that the existing precautions against the possibility of mistakes in criminal trials were sufficient. This Bill would be no greater infraction of the principle of trial by jury than was the existing appeal to the Secretary of State. For these reasons, and considering that the punishment of death still disfigured our penal code, he should give his support to this measure.

Mr. W. EWART said, that in all countries except Great Britain, including the United States, this right of new trial existed. He objected to the appeal to the Home Secretary, because it was not open to the test of publicity, and he should certainly support the Bill before the House.

Mr. BRIGHT said, that the first part of the speech of Mr. Lowe seemed to mean that criminals were not entitled to much sympathy, and that the provisions of this Bill would give a great deal too much trouble on their account; while the second part was an insinuation that one of the objects of the Bill was to give employment to lawyers. He did not at all believe that that was the case. He had had under his own notice a great number of cases in which there was the strongest reason to believe that persons had been convicted and punished, who, if there had been an opportunity of reviewing their convictions, would have been proved to be innocent. It was said that the Home Office was a court of review, but could anything be worse than such a court? It might act well in the case of a person convicted in London, with friends upon the spot; but what opportunity of appeal was given to a man convicted in the north of Scotland or the west of Ireland, and without friends in London? He did not see how any man who had ever filled the office of Home Secretary could object to a Bill like this. Did he fill that office he should implore the House, by passing this Bill, to relieve him from a portion of that responsibility which, in the present state of the law, was thrown upon him. He hoped that the House would not be induced by the arguments of the member for Kidderminster to reject a measure so wise and just as that now before it.

Sir J. TROLLOPE could not support the amendment of Mr. Miles. He could not support all the details of the Bill, but should vote in favour of its second reading, in order that the defects in the clauses might be remedied in committee.

Mr. GILPIN quoted from the report of the Criminal Law Commission a passage in favour of giving a right to a new trial in criminal cases, and contended that, in the face of such authority, the House ought not to reject the Bill. The recent case of the Cormacks in Ireland was a strong instance of the necessity of adopting some such measure as this, for whether these men were innocent or guilty—and since the subject was last under discussion in that House circumstances had come to light which strongly supported the former opinion—it would have been an incalculable comfort to thousands of persons if that question could have been investigated by means of a new trial.

Mr. ADAMS said, that a practice of some years' duration had led him to believe that a Bill of this kind would be of incalculable advantage. Great care was taken at the Home Office; but all that could be done there was to grant a pardon, which could not restore a man to his place in society. It only showed that there was doubt, while an acquittal upon a new trial would show that the man had before been convicted upon insufficient evidence, and would restore him to his position. Last session the House had allowed an appeal from petty sessions in the most trifling cases; why should not a similar appeal be given in cases of life and death? Therefore, although the details of the Bill needed some amendment, he should vote for its second reading.

Mr. HENLEY said, though he did not wish to assert that under no circumstances should there be an appeal in criminal cases, neither was he disposed to affirm, as this Bill did, that in all cases a man accused of crime should be tried twice over. He, therefore, thought that the only course open to him was not to vote at all. The details of the Bill were so imperfect as to convince him that it had not been drawn up with care. Not only must every prisoner be tried twice, but as there was no limit in the Bill he might be tried three or four times, and the case would only end when one party was tired of appealing to the Court of Queen's Bench. The Home Secretary had been spoken of as a kind of court of appeal. He was nothing of the sort. What he did was to exercise the privilege of mercy on the part of the Crown; and when members talked of relieving him from that most painful part of his duty, did they mean that in future capital cases were not to be investigated by the sovereign, to ascertain whether a pardon ought to be granted? While he was willing to give an appeal in criminal cases, he was not prepared to say that a man once acquitted should be put upon his trial again for the same offence, as the Crown possessed means of getting up a case the second time which a private person did not.

Mr. M'MAHON stated, in reply, that the Court of Queen's Bench had for the last 200 years possessed the power of granting a new trial in criminal cases, but in not a single instance throughout that long period had it ordered a man charged with a criminal offence, when once acquitted, to be tried again. However, if any doubt existed upon that point, it might easily be removed in committee.

Mr. SPOONER was not disinclined to grant an appeal in criminal cases, but could not support the second reading; he should, therefore, not vote at all.

The House then divided, when there voted,—

For the second reading	... ...	145
Against it	... ...	91
Majority	... ...	—54

At the suggestion of the Attorney-General,

Mr. M'MAHON consented not to proceed further with the Bill in the present session, but hoped that the Government would enable him to bring it forward at an early period next year.

Mr. ROEBUCK thought the Home Secretary himself should undertake to introduce a Bill on this subject next session.

Mr. WALPOLE could not assume that responsibility.

The House then divided on the question that the Bill be committed, when there voted,—

Ayes	... ...	129
Noes	... ...	112
Majority	... ...	——17

Mr. M'MAHON then fixed the committee on the Bill for that day three weeks.

Thursday, July 8.

CALENDARS OF WILLS.

Mr. ADAMS asked the Secretary of State for the Home Department what progress had been made in printing the calendars of wills in the principal and district registries, in compliance with the provisions of the Acts 20 & 21 Vict. c. 77, s. 67, and c. 79, s. 72.

Mr. WALPOLE said, the information did not lie within his own knowledge, but he had already applied for it.

COMPENSATION TO PROCTORS AND OFFICERS OF THE ECCLESIASTICAL COURTS.

Mr. HADFIELD asked the Judge-Advocate-General whether he could give a general estimate of the sums claimed or awarded for compensation under the Probate Acts (England and Ireland) of 1857:—1st. To proctors; 2nd, to the ecclesiastical judges, the registrars, and other officers entitled; 3rd, the probable amount of fees or other charges that would be payable in the Probate Court, and would go to the reduction of the compensations; 4th, the amounts saved by employing persons whose offices had been abolished in any new or other offices under the said Probate Acts, and the probable amount to be allowed to each class under the said Acts (exclusive of the compensation that might be claimed under the Divorce Act); and whether he would lay the particulars of the said claims and grants before Parliament this session, or at what other time, and the probable amount that would be ultimately granted under the said Acts, distinguishing the several classes particularized.

Mr. MOWBRAY said, he was ready to afford such explanation as he could. The Chancellor of the Exchequer, upon the 26th of March, speaking on a single estimate framed by the clerks in the Treasury, had stated that the possible charge might be £250,000. Subsequent to that statement a commission had been appointed to inquire into the subject, and that commission commenced its labours on the 12th of April. Up

to the present moment, they had investigated the claims of 37 London firms, amounting in the whole to £29,647, or giving an average of £801. There were the claims of 44 more to be investigated, and taking the same average their claims would amount to £35,244, giving a total of £64,891. From calculations made, however, at Doctors'-commons it appeared probable that the amount would only reach £53,000. Then, with regard to country proctors, there appeared in the *Law List* about 120 persons, many of them being in partnership, and 35 claims had been investigated, and found to amount to £8847, giving an average of £252. Upon the same average, calculating that there were 60 claims more, which would amount to £15,120, the gross total would be £23,967. As regarded Ireland, the probable amount would be £15,000. Then, as regarded the judges, chancellors, archdeacons, registrars, clerks, apparitors, and other officers, 300 forms had been issued, and 236 claims had been received. The income of the claimants amounted to £51,387. The compensation according to the scale allowed would be £39,782; but that might be reduced upon further investigation. As regarded clerical surrogates, the claims received amounted to £206; the incomes of the claimants amounted to £5800; and the compensation would probably be £4000, or, say, even £2000 more. The estimate for the London proctors was £60,000; country proctors, £40,000; clerical surrogates, managing clerks, &c., £76,000; making together a total of £176,000. He was not able to give a perfect estimate at the present moment. All he could state was, that the claims received from the London proctors amounted to £29,647; from the English country proctors, £8847; Irish ditto, £1000; judges, &c., £39,782; surrogates, £4000. These figures made the total sum absolutely and formally claimed, but subject to some further reduction, £83,276. With regard to the question as to the probable amount of fees or other charges that would be payable in the Probate Court, and would go to the reduction of these compensations, a return from the Inland Revenue Department showed that a sum of £28,000 had been paid in stamp duties during the six months since the Probate Act came into operation. If this was a fair average, the amount receivable in this form would be £56,000 per annum. With respect to the fourth question, Sir C. Cresswell had informed him that he had had to appoint forty district registrars, above thirty of whom had held offices which were abolished, and had a claim to the new registry. In the principal registry three old registrars had resigned, and three new ones were appointed. All the clerks in the Prerogative Office had likewise been transferred to the new registry by the Lord Chancellor, in compliance with the Probate Act. Sir C. Cresswell had also authorised him to say, that if the hon. member would move for returns, the fullest explanation would be afforded as to the appointments made under the new Act.

Mr. HADFIELD asked whether the figures adduced included Mr. Moore's claim.

Mr. MOWBRAY was understood to reply in the affirmative.

Births, Marriages, and Deaths.

BIRTHS.

DAWES—On July 7, at Blackheath, the wife of George Dawes, Esq., of a son.

LOPES—On June 30, at Efford-manor, near Plymouth, the wife of Henry Lopes, Esq., Barrister-at-Law, of a daughter.

TRAILL—On July 4, at Beechmont, Sevenoaks, the wife of James Christie Traill, Esq., of the Inner Temple, Barrister-at-Law, of a son.

MARRIAGES.

ROTHERY—MURAOUR—On July 2, at the district church of St. Peter, Islington, by the Rev. K. N. Brandon, Robert Cadogan Rothery, Esq., of 6 Queen-square, Westminster, to S. Laure Muraour, only daughter of the late P. N. Muraour, of Paris.

WESTON—DAKEYNE—On July 7, at East Bridgeford church, Notts, by the Rev. John Clifton, William Weston, second son of Ambrose Weston, Esq., of Lincoln's-inn, Barrister-at-Law, to Mary Isabelle, younger daughter of the late Henry Charles Dakeyne, Esq.

DEATHS.

COOKE—On July 6, at Brockton-court, Shropshire, Martha Ann, wife of William H. Cooke, Esq., of the Inner Temple and Wimpole-street, London.

CUTLER—On July 2, at 9 Queen's-gardens, Hyde-park, Frederick Cutler, Esq., late of Furnival's-inn, in the 60th year of his age.

GUNNING—On July 6, at Castle-terrace, Kentish-town, Lucy Gunning, wife of Thomas Wyatt Gunning, Esq., Barrister-at-Law, aged 39.

OLDERSHAW—On July 1, at Margate, Sydney Louis, the infant son of R. Piggott Oldershaw, Esq., of 74 Warwick-square, Belgrave-road, aged 8 months.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BOMAN, WILLIAM JOSEPH, Gent., Leytonstone, Essex, £450 Consols.—Claimed by JOHN READ, sole executor of W. J. BOMAN.

JOHNSTON, JOHN ALEXANDER, Gent., Hampstead, Middlesex, and WILLIAM HENRY YALLOP, a Minor, Bedford-row, £21 New Three per Cents.—Claimed by JOHN ALEXANDER JOHNSTON, the survivor.

KNIGHT, PRISCILLA, Widow, Chelmsford, £800 4*l.* per Cents.—Claimed by JOHN CANDLER, one of her executors.

MURSELL, Rev. JAMES PHILIPPO, Leicester, and JOHN RADFORD, Esq., Winchmore-hill, Middlesex, £48 : 17 : 0 Reduced.—Claimed by JAMES PHILIPPO MURSELL and JOHN RADFORD.

PIGGOTT, ROBERT JAMES, Gent., Wargrave, Berks, £503 : 4 : 7 Consols.—Claimed by MARIA PIGGOTT, Widow, the administratrix.

SCHOLEFIELD, WILLIAM, Merchant, Birmingham, £2566 Consols.—Claimed by WILLIAM SCHOLEFIELD.

VENN, JOHN, Esq., Payhembury, Devon, £114 : 10 : 9 New Three per Cents.—Claimed by CLEMENT VENN, the surviving executor.

WHITELOCKE, JOHN, Esq., Butcombe-court, near Bristol, £3200 New 3*l.* 10*s.* per Cents.—Claimed by MARIA WHITELOCKE, Spinster, the surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

EAST, THOMAS, who died abroad in March, 1858. To apply to the Solicitor of the Treasury, Whitehall.

FIELDING, MARY, Spinster, Over Darwen, Lancashire (who died on June 9, 1852). Fielding *v.* Hollis. *Last Day for Proof*, Aug. 3, for her next of kin; and for the children, legitimate or illegitimate, or their issue, of Isabella Duckworth, the sister of Mary Fielding; and for the children, or issue of deceased children of Joseph Fielding, late of Stanhill, within Oswaldtwistle, Lancashire, Weaver; or of Sarah Smalley, late of Blackburn, Lancashire; or of Ellen Holden, late of Stanhill; or of Annas Sharples, late of Blackburn; or of Betty Crawshaw, late of Stanhill (brother and sisters of Mary Fielding) living at the time of the death of Mary Fielding; and the personal representatives of such of the said children, or issue of children, as are dead; at office of District Registrar of the Court of Chancery of the county palatine of Lancaster, 6 Camden-pl., Preston.

HARMER, JAMES, Solicitor, Ingress-abbey, Greenhithe, Kent, formerly an Alderman of the city of London (who died on June 12, 1853). To apply to William Hinckes, Esq., Solicitor, 37 Basinghall-street.

YARNOLD, CATHARINE, Widow, late of 16 Triangle, Southampton-street, Camberwell, whose maiden name was Howes, and who died on Feb. 5, 1858. To apply to the Solicitor of the Treasury, Whitehall.

Money Market.

CITY, Friday Evening.

The settlement in Consols yesterday was accomplished without any remarkable difficulty. The quantity of stock for delivery was large, and a decline of ¼ per cent. ensued, which has not been recovered to-day. The closing money price of Consols this afternoon is 95⅝ to 95¾ per cent., being ¼ per cent. better than this day week; but the improvement which occurred on Tuesday and Wednesday has not been maintained. Money is plentiful on the Stock Exchange at from 2 to 2½ per cent. The demand for gold for exportation continues on a large scale. Very little business has lately been done in the Indian loan, but the price remains steady at about 99½ per cent.

From the Bank of England return for the week ending the 7th inst., it appears that the amount of notes in circulation is £20,537,770, being an increase of £113,015; and the stock of bullion in both departments is £17,408,657, showing a decrease of £529,790 when compared with the previous return.

The monthly account of the Bank of France made up to yesterday has been received. Compared with the previous month, it shows an increase in the notes in circulation amounting to £1,895,600. And in bills discounted, the amount of comparative increase is £1,761,480. These features of the account certainly indicate increasing activity in trade. The amount of bullion in stock has increased about £700,000.

The variation in the price of railway shares has been considerable, and, although the advance made early in the week has not been fully maintained, there is material improvement since last week. The traffic on several lines of railway shows an increase. If the additional activity remarked in some of the manufacturing districts be established, of course increased traffic on railways will be the result of it.

Insurance Companies.

Equity and Law	4
English and Scottish Law Life	4
Law Fire	3½
Law Life	68 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5¼
London and Provincial Law	3
Medical, Legal, and General	par
Solicitors' and General	par

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	222	222 20½	222 20½	221 2	220½ 2	222
3 per Cent. Red. Ann.	95½ ⅜	95⅜ ½	95½ ⅜	96 5⅜	95⅝ ½ ⅜	95⅝
3 per Cent. Cons. Ann.	..	..	95½ ⅜ xd	95⅜ ½ ⅜	95⅜ ⅜ ½	95⅜
New 3 per Cent. Ann.	95⅜ ⅜	95½ ½ ⅜	95⅜ ½ ⅜	95⅜ 6 ½	95⅝ ⅜ ½	95⅝
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	1⅝	..	1⅝	1 11-16	1⅝	1⅝
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	..	..	18½	..
India Stock	..	..	..	221	..	219
India Loan Debentures	..	99⅝	99⅝ ½	99⅝ ⅝	95⅝ ½	99⅝
India Scrip	..	..	..	..	..	..
India Bonds (£1,000)	..	16s 20sp	..	16s 19sp	..	20s p
Do. (under £1,000)	16s p	19s 20sp	16s p	..	..	16s p
Exch. Bills (£1000) Mar.	30s 34sp	..	31s 34sp	34s p	34s p	33s p
Ditto June	16s 20sp	17s 20sp	..	..	..	20s p
Exch. Bills (£500) Mar.	..	..	17s 21sp	..	20s 22sp	..
Ditto June	16s 20sp	..	17s 21sp	22s p	22s 20sp	19s p
Exch. Bills (Small) Mar.	..	..	..	31s p	..	..
Ditto June	16s 20sp	..	17s 21sp	18s p	22s p	19s p
Do. (Advertised) Mar.	..	..	..	31s p	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent	..	100⅞ 1	101⅛	..	..	101¼

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	89 8	88	..	..	..	..
Caledonian	72 ⅜	72½ 4	75 4 5½	74⅝ 2⅜	73½ 3 4	74⅛ 5⅛
Chester and Holyhead	33¼	..	33⅜	..	..	..
East Anglian	..	..	..	..	16½	..
Eastern Counties	59½ 9 ⅜	59⅛ ⅜ ½	60 ⅜ ⅜	60 ⅜	60⅜	60 ⅜
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	..	..	..	92
Edinburgh and Glasgow	..	..	..	..	..	..
Edin. Perth, and Dundee	..	..	..	..	24½	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	96½ 7½	96½ 7 ¼	98 7⅞	98⅛	98 9	99
Ditto A. Stock	79 8½	76	79	79 8⅞	77	77⅛ 8
Ditto B. Stock	..	130	129	130	130 129	..
Gt. South & West. (Ire.)	..	103	..	..	..	..
Great Western	50⅜ ½	50⅛ ½	50⅜ 1½	50⅜ 49⅜	49⅝ ⅜ ⅞	50 ⅜
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	88⅞ 9½	89 ⅛ ¼	90⅛ ⅜ 1	91 90⅜	90⅛ ⅜ ¼	90½ ⅜
Lon. Brighton & S. Coast	107⅛ 6⅜	..	107⅜	107⅜	..	108
London & North-Wstrn.	88⅞ 9 8⅜	88⅝ 9 ⅛	90 89½	90⅛ 89⅜	89⅜ ⅞ ⅜	89⅜ 90⅜
London & South-Westrn.	91½	91⅜ 2	92⅛ ⅛ 3	92⅜ 3½	93	93½
Man. Sheff. & Lincoln	..	..	36⅜ 7	37¼	..	..
Midland	89⅜ ⅞ ⅜	89⅞ ⅜	91⅛ ¼ ⅛	91⅜ ⅜ ⅜	91⅛ 91	91⅛ ⅜ ¼
Ditto Birm. & Derby	..	..	..	63	63½	..
Norfolk	..	..	..	59⅜ 60⅜	..	60½ 59½
North British	45⅛ 5 ¼	45½ 6¼ ⅜	48 ⅜ 7⅛	48¼ ⅜ 8	47⅛ 7	47⅜ 8
North-Eastern (Brwck.)	89½	89½ 90⅜	91⅛ ⅜ 1	91⅛ 90⅛	91 90½	90⅜
Ditto Leeds	..	44⅜ 5	47⅛	47¼ 6⅜	45	45⅛ ¼
Ditto York	69⅛ 8	69⅛ 70⅜	71½ 2⅜	71⅜ ½	71½ 70½	70½ 1 ¼
North London	..	..	97 6½	..	..	..
Oxford, Worc. & Wolver.	..	28	..	..	..	..
Scottish Central	..	..	..	109½	109 ¼	109⅛ 9
Scot. N.E. Aberdeen Stk.	..	..	..	25⅜	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	42½ 3	..	43	..	..
South Devon	..	..	..	..	..	..
South-Eastern	66	65½	66⅜ 7½	67½ ⅜ ½	67½	..
South Wales	78½ 9	..	..	80	78	..
Vale of Neath	..	..	..	97½ 8½	..	..

Estate Exchange Report.

(For the week ending June 30, 1858.)

AT GARRAWAY'S.—By Mr. MURRELL.

Freehold Plot of Building Land, Benhill-road, Sutton, Surrey, frontage, 125 feet.—Sold for £90.

Freehold Plot of Building Land adjoining the above, frontage, 151 feet.—Sold for £140.

AT THE MART.—By Messrs. WOODMAN & SON.

Copyhold, the Corner-hall Tannery, Hemel Hempstead, Herts; bark mill, 100 tan-pits, sheds, family residence, meadow, cottage, &c.—Sold for £3400.

AT GARRAWAY'S.—By Mr. ROBERT REID.

Leasehold Residences, Nos. 40 and 41, Western-villas, Blomfield-road, Maida-hill West; term, 85½ years from Midsummer, 1858; ground-rent, £10; let at £145 per annum.—Sold for £1225.

Freehold Ground-rent of £10 : 10 : 0 per annum, secured upon Nos. 12 and 13, Westmoreland-place, City-road.—Sold for £280.

Freehold Ground-rent of £6 : 6 : 0 per annum, secured on No. 25, Westmoreland place.—Sold for £140.

Freehold Ground-rent of £25 : 4 : 0 per annum, secured on Nos. 105, 106, 107, and 108, Britannia-street, City-road.—Sold for £940.

AT THE MART.—By Messrs. NORTON, HOGGART, & TRIST.—*June 24.*

Freehold Ground-rent of £15 : 15 : 0 per annum, arising from No. 8, Grove-end-road, St. John's-wood.—Sold for £580.

Freehold Ground-rent of £10 per annum, arising from No. 15, Blenheim-road East.—Sold for £290.

Freehold Ground-rents of £45 : 10 : 0 per annum, arising from 8 houses, York-place, High-street.—Sold for £1260.

Freehold Ground-rents of £22 : 7 : 6 per annum, arising from Nos. 47, 48, 49, and 50, Cochrane-terrace.—Sold for £630.

Freehold Ground-rent of £30 per annum, arising from Nos. 36 to 41, Cochrane-terrace.—Sold for £820.

Freehold Ground-rents of £26 per annum, arising from Nos. 22 to 27, Douro-cottages, Dear's-road.—Sold for £730.

Two Freehold Ground-rents of £16 : 16 : 0 each per annum, arising from 11 and 12, and 9 and 10, Wellington-road.—Sold for £500 each.

Freehold Ground-rents of £16 : 8 : 0 per annum, arising from Nos. 5 and 6, Wellington-road.—Sold for £480.

Freehold Ground-rent of £16 : 16 : 0 per annum, arising from 3 and 4, Wellington-road.—Sold for £490.

Freehold Ground-rents of £18 : 1 : 0 per annum, arising from 1 and 2, Wellington-road.—Sold for £600.

Freehold Ground-rent of £150 per annum, arising from the Clergy Orphan School, St. John's Wood-road; area upwards of 6¼ acres.—Sold for £5800.

Freehold Ground-rent of £150 per annum, arising from "Lord's Cricket Ground," and Nos. 31, 32, and 33, St. John's-wood-road (nearly 8 acres). Sold for £5910.

Freehold Ground-rent of £20 per annum, arising from Nos. 27 and 28, St. John's-wood-road.—Sold for £760.

Freehold Ground-rent of £15 : 17 : 4 per annum, arising from "Clunbury Lodge," Elm-tree-road.—Sold for £510.

Freehold Ground-rents of £21 per annum, arising from Nos. 19 and 20, Elm-tree-road.—Sold for £630.

Freehold Ground-rent of £10 : 10 : 0 per annum, arising from "Aucula Lodge," No. 22, Elm-tree-road.—Sold for £310.

Freehold Ground-rent of £12 : 12 : 0 per annum, arising from "Ivy Cottage," No. 9, Elm-tree-road.—Sold for £350.

Freehold Ground-rent of £15 : 15 : 0 per annum, arising from Nos. 7 and 8, Elm-tree-road.—Sold for £440.

Freehold Ground-rent of £19 : 19 : 0 per annum, arising from Nos. 5 and 6, Elm-tree-road.—Sold for £550.

Freehold Ground-rent of £21 per annum, arising from Nos. 3 and 4, Elm-tree-road.—Sold for £560.

Freehold Ground-rent of £51 : 9 : 0 per annum, arising from Nos. 1 and 2, Elm-tree-road, and stabling adjoining.—Sold for £1370.

Freehold Ground-rent of £31 : 10 : 0 per annum, arising from Nos. 9 and 10, Grove-end-road, No. 23, Elm-tree-road, and "Elm Cottage," Elm-tree-road.—Sold for £940.

Freehold Ground-rent of £52 : 10 : 0 per annum, arising from No. 11, Grove-end-road.—Sold for £1520.

Freehold Ground-rent of £42 per annum, arising from No. 17, Grove-end-road.—Sold for £1280.

Freehold Ground-rent of £47 : 10 : 0 per annum, arising from No. 20, Grove-end-road.—Sold for £1420.

Freehold Ground-rent of £10 : 10 : 0 per annum, arising from No. 4, Blenheim-place, Grove-end-road.—Sold for £310.

Freehold Ground-rent of £10 per annum, arising from Nos. 1 and 2, Wellington-terrace.—Sold for £330.

Freehold Ground-rent of £16 per annum, arising from Nos. 3, 4, 5, and 6, Wellington-terrace.—Sold for £470.

Freehold Ground-rent of £15 : 10 : 0 per annum, arising from Nos. 9 and 10, Wellington-terrace.—Sold for £440.

Freehold Ground-rent of £12 per annum, arising from No. 11, Wellington-terrace, and stabling.—Sold for £340.

Freehold Ground-rent of £14 per annum, arising from No. 14, Wellington-terrace.—Sold for £420.

Freehold Ground-rent of £10 per annum, arising from No. 15, Wellington-road.—Sold for £290.

Freehold Ground-rent of £10 per annum, arising from No. 16, Wellington-road.—Sold for £310.

Freehold Ground-rent of £10 per annum, arising from No. 17, Wellington-road.—Sold for £300.

Freehold Ground-rent of £10 per annum, arising from No. 18, Wellington-road.—Sold for £310.

Freehold Ground-rent of £10 per annum, arising from No. 19, Wellington-road.—Sold for £320.

Freehold Ground-rent of £10 per annum, arising from No. 20, Wellington-road.—Sold for £330.

June 25.—Second Day's Sale.

Freehold Ground-rent of £10 : 10 : 0 per annum, arising from No. 9, Circus-road, St. John's-wood.—Sold for £300.

Freehold Ground-rent of £11 : 12 : 0 per annum, arising from No. 8, Circus-road.—Sold for £340.

Freehold Ground-rent of £18 per annum, arising from No. 10, Cavendish-road.—Sold for £530.

Freehold Ground-rent of £20 per annum, arising from No. 12, Cavendish-road.—Sold for £580.

Freehold Ground-rent of £17 : 17 : 6 per annum, arising from No. 14, Cavendish-road.—Sold for £520.

Freehold Ground-rent of £10 per annum, arising from No. 18, Cavendish-road.—Sold for £300.

Freehold Ground-rent of £20 per annum, arising from Nos. 1 and 2, Wellington-place.—Sold for £580.

Freehold Ground-rent of £10 per annum, arising from No. 9, Cavendish-road.—Sold for £360.

Freehold Ground-rent of £25 per annum, arising from No. 7, Cavendish-road.—Sold for £770.

Freehold Ground-rent of £16 per annum, arising from Lascelles Lodge, No. 6, Circus-road.—Sold for £450.

Freehold Ground-rent of £15 : 4 : 0 per annum, arising from No. 5, Circus-road.—Sold for £430.

Two Freehold Ground-rents of £10 : 10 : 0 each per annum, arising from Nos. 30 and 29, Wellington-terrace.—Sold for £320 each.

Freehold Ground-rent of £12 per annum, arising from No. 28, Wellington-terrace.—Sold for £360.
Freehold Ground-rent of £21 per annum, arising from Nos. 26 and 27, Wellington-terrace.—Sold for £630.
Freehold Ground-rent of £14 per annum, arising from No. 25, Wellington-terrace.—Sold for £410.
Freehold Ground-rent of £12 : 5 : 0 per annum, arising from No. 13, Circus-road.—Sold for £360.
Freehold Ground-rent of £15 per annum, arising from No. 15, Circus-road.—Sold for £450.
Freehold Plot of Land, Cottage, Stabling, &c., No. 3, Lennard-place, Circus-road.—Sold for £850.
Freehold Ground-rent of £27 per annum, arising from Nos. 1 and 2, Lennard-place.—Sold for £760.
Freehold Ground-rent of £11 : 10 : 0 per annum, arising from Nos. 18 and 19, Circus-road.—Sold for £340.
Freehold Ground-rent of £20 per annum, arising from No. 22, Wellington-road.—Sold for £560.
Freehold Ground-rents of £20 per annum, arising from Nos. 26 and 27, Wellington-road.—Sold for £600.
Freehold Ground-rents of £21 : 18 : 0 per annum, arising from Nos. 28 and 30, Wellington-road.—Sold for £640.
Freehold Ground-rents of £20 per annum, arising from Nos. 31 and 32, Wellington-road.—Sold for £600.
Freehold Ground-rent of £10 per annum, arising from No. 9, Portland-place, Circus-road.—Sold for £290.
Freehold Ground-rents of £20 per annum, arising from Nos. 7 and 8, Portland-place, Circus-road.—Sold for £580.
Freehold Ground-rents of £30 per annum, arising from Nos. 4, 5, and 6, Portland-place, Circus-road.—Sold for £870.
Freehold Ground-rents of £35 per annum, arising from Nos. 1, 2, and 3, Portland-place, Circus-road.—Sold for £1040.

By Mr. E. Fox.

Freehold Villa Residence, Yiewsley Lodge, West Drayton, Middlesex, with out-buildings, cottage, &c., about 2 acres.—Sold for £860.

By John Dawson & Son.

Freehold, Norbiton Cottage, Norbiton-road, Kingston-on-Thames, Surrey; with stable, meadow, &c., altogether 2a.—Sold for £1400.
Freehold, Norbiton House and Grounds, Kingston, Surrey; let at £90 per annum.—Sold for £1200.
Freehold Stable, yard and premises adjoining; let at £15 per annum.—Sold for £270.
Freehold Garden; let at £4 per annum.—Sold for £140.
Freehold Garden, tenement, and premises, "Chapel Hill Garden."—Sold for £155.
Freehold Dwelling House, with shop, Clarence-street; let at £32 per annum.—Sold for £500.
Freehold Dwelling House with shop, Thames-street; let at £25 per annum.—Sold for £430.
Freehold Shop or Warehouse, "The Library," The Market-place, with detached printing office; let at £80 per annum.—Sold for £1200.
Ten £50 shares in the Kingston Gas Company.—Sold for £47 : 10 : 0 per share.
One £100 share in the "Sun" Inn, Kingston.—Sold for £55.

By Mr. W. F. Hammond.

Leasehold House, No. 4, Leonard-place, Keston, near Bromley, Kent; term, 78 years from 12th April last; ground-rent, £1 : 15 : 0 per annum; estimated value, £16 per annum.—Sold for £182.
Leasehold, Nos. 14 and 15, Earl-street, Finsbury-square; term, 64 years from June 24th, 1858; ground-rent, £7; let at £54 per annum.—Sold for £460.

By Messrs. Hewitt and Humbert.

Freehold and Copyhold Estate, Frensham, near Farnham, Surrey; Squirrel's and Green Cross Farms, with extensive allotments on Churt and Hindhead Commons; Two Farm Residences, out-buildings, &c., in all about 260a.; estimated value, £130 per annum.—Sold for £3000.

At Garraway's.—By Mr. Bailey.

Leasehold, Three Dwelling Houses, Nos. 94, 95, and 96, Paul-street, Finsbury-square; term, 62 years from Christmas last; ground-rent, £39 per annum; let at £104 per annum.—Sold for £305.

By Mr. Humphreys.

Freehold Houses, Nos. 7 and 8, Twister's-alley, Bunhill-row; let on lease at £12 per annum.—Sold for £250.
Freehold Ground-rent, £48 per annum, arising from Nos. 13 and 14, High-street, Islington.—Sold for £1320.
Leasehold Business Premises, No. 32, Edgeware-road; term, 14 years from Lady-day last; ground-rent, £5; let at £42 per annum.—Sold for £630.
Leasehold Ground-rents, amounting to £25 : 4 : 0 per annum, secured on Nos. 39, 40, and 41, Nutford-place, Bryanstone-square; term, 43 years from Lady-day last.—Sold for £405.

At the Mart.—By Messrs. Humphreys & Robinson.

Leasehold Residence, No. 10, Wint-terrace, Manchester-road, Cubitt's New Town, Poplar; term, 95 years from Christmas, 1853; ground-rent, £2 : 1 : 8; estimated value, £32 per annum.—Sold for £195.
Leasehold, Nos. 12 and 13, Wint-terrace; same term and ground-rent.—Sold for £390.
Leasehold Houses, Nos. 54 and 56, Stanhope-street, Deptford; term, 70 years from Sept. 29, 1849; ground-rent, £2 : 16 : 0; let at £23 : 8 : 0 per annum.—Sold for £115.

By Messrs. Winstanley.

Copyhold, Two Ground-rents, amounting to £16 : 16 : 0 per annum, arising from Nos. 1, 2, 3, and 4, Cottage-place, Kentish-town-road.—Sold for £685.
Copyhold, Two Houses, Nos. 1 and 2, Great Green-street; let at £51 per annum.—Sold for £415.
Copyhold Cottage, No. 1, Pleasant-row; let at £30 per annum.—Sold for £310.
Copyhold Cottage, No. 2, Pleasant-row; let at £26 per annum.—Sold for £350.
Copyhold Cottage, No. 3, Pleasant-row; let at £26 per annum.—Sold for £305.
Copyhold Cottage, No. 4, Pleasant-row; let at £26 per annum.—Sold for £290.
Copyhold Cottage, No. 5, Pleasant-row; let at £24 per annum.—Sold for £350.
Copyhold Ground-rent, £5 : 5 : 0 per annum; secured on No. 6, Pleasant-row.—Sold for £21.
Copyhold Ground-rent, £9 per annum; secured on Hurdsfield and Greville Cottages; also stabling in the rear.—Sold for £430.
Copyhold Ground-rents, £820 per annum; arising from Nos. 1, 2, and 3, Great Green-street; and 1, 2, and 3, Wesleyan-place.—Sold for £385.
Copyhold House and Shop, Great Green-street, corner of Wesleyan-place; let at £63 per annum.—Sold for £1255.

By Messrs. Daniel Smith, Son, & Darley.

Freehold, The "Waterlands," or Doggett's Farm, Green-street, near Shenley-hall, Herts, Farm-house, building, &c., and 121a. 0r. 8p. pasture and arable lands.—Sold for £5000.

At Garraway's.—By Mr. Taplin.

Leasehold Residence, No. 33, Hawley-road, Kentish-town; term, 85 years from Christmas, 1845. Ground-rent, £6 : 6 : 0; let at £26 per annum.—Sold for £165.

At Garraway's.—By Messrs. Farebrother, Clark, & Lye.

Freehold, Banister's-court, Millbrook, Southampton; mansion, coach-house, stabling, pleasure-grounds, walled kitchen gardens, cottages, farm-house, homestead, &c., in all about 89a. 3r. 6p.—Sold to Sir Edward Hulse for £15,750.
Leasehold, St. Martin's, Salop; farm-house, known as the Mitre Tenement, outbuildings, cottage, &c., and 69a. 0r. 23p. land; let at £103 : 1 : 6 per annum; held from April 14, 1846, during three lives, the ages respectively 33, 16, and 12 years, at a yearly rent of £5.—Sold for £1100.
Leasehold, The Gresford Estate, Denbigh, North Wales; parish church, parsonage, farms, tenements, lands, &c., in all 338a. 2r. 35p.; estimated net rental, £2595 : 16 : 7; term, 28 years from June, 1851.—Sold for £27,500.
Freehold Dairy Farm, East Downton, near Red Lynch, Wilts; farm-house, buildings, and 43a. 3r. 20p. meadow, pasture, and wood land; let at £30 per annum.—Sold for £1800.
Freehold Plot of Arable Land, Warminster-green, 1a. 0r. 26p.; let at £3 per annum.—Sold for £95.
Freehold Plot of Arable Land adjoining the above, 3a. 1r. 29p.; let at £7 per annum.—Sold for £245.

By Messrs. Field & Faithful.

Leasehold Residences, Nos. 47, 48, and 49, Munster-square; term, 65 years from January, 1858; ground-rents, £21; let at £105 per annum.—Sold for £790.

At the Mart.—By Messrs. Winstanley.

Freehold Ground-rent, £6 per annum, arising from No. 2, Brunswick-place, Ball's-pond-road, Islington.—Sold for £140.
Freehold Ground-rent of £12 per annum, secured on Nos. 5 and 6, Brunswick-place.—Sold for £300.
Freehold Ground-rent of £12 per annum, secured on Nos. 7 and 8, Brunswick-place.—Sold for £300.
Freehold Ground-rent of £12 per annum, secured on Nos. 26 and 27, Brunswick-place.—Sold for £300.
Freehold Ground-rent of £10 per annum, secured on "The Duke of Wellington" Public-house, Elizabeth-place, and 4 houses in the rear.—Sold for £270.
Freehold Ground-rent of £20 per annum, arising from Nos. 3, 4, 5, and 6, Middleton-place, Culford-road.—Sold for £470.
Freehold Ground-rents of £12 per annum, arising from Nos. 1 to 7, Oloran-place.—Sold for £270.
Freehold Ground-rents of £15 per annum, arising from Nos. 1 to 11, Boleyn-place.—Sold for £365.
Freehold Ground-rents of £30 per annum, arising from Nos. 1 to 16, Arundel-terrace.—Sold for £690.
Freehold Ground-rents of £16 per annum, arising from 2 houses with shops, Port Royal-place, and 2 private houses in the rear.—Sold for £360.
Freehold Ground-rent of £6 per annum, secured on the "Army and Navy" Public-house, and Nos. 1, 2, and 3, Prince Edward-street, also Nos. 2 to 5, St. Matthias-road.—Sold for £170.
Freehold Ground-rents of £25 per annum, secured on Nos. 1 to 12, Norfolk-place, and Nos. 1 to 10, Suffolk-place.—Sold for £580.
Freehold Ground-rents of £22 : 10 : 0 per annum, secured on Nos. 4 to 8, Prince Edward-street, house corner of Suffolk-place, and Nos. 1 to 16, Mill's-buildings.—Sold for £520.
Freehold Ground-rents of £7 per annum, arising from the "Henry the Eighth" Public-house, and Nos. 14 to 19, King Henry-street, also Nos. 2 to 5, Arundel-street, &c.—Sold for £215.
Freehold Ground-rents of £10 : 10 : 0 per annum, secured on Nos. 29 to 35, King Henry-street.—Sold for £250.
Freehold Ground-rents of £17 per annum, secured upon Nos. 12 to 20, King Henry-st., "The Cardinal Wolsey," eleven houses adjoining, &c.—Sold for £400.
Freehold Ground-rent of £15 per annum, secured upon Nos. 27 to 30, Tuilerie-street, Hackney-road.—Sold for £355.
Freehold Plot of Land, Tuilerie-street, 75 feet frontage.—Sold for £800.
Freehold Ground-rent of £8 : 8 : 0 per annum, secured upon Nos. 4, 5, and 6, Tuilerie-place.—Sold for £200.
Freehold Ground-rent of £18 : 11 : 0 per annum, secured upon Nos. 1 to 6, Mortimer-place, Whitmore-road, Hoxton.—Sold for £400.
Freehold Ground-rent of £63 : 16 : 0 per annum, secured upon Nos. 13 to 21, Canal-road, Hoxton.—Sold for £140.

By Messrs. Chinnock & Galsworthy.

Building Land at Wimbledon-park, sold in numerous Lots, to the extent of £7500, averaging £480 per acre, with the timber thereon at a valuation.
Melrose-hall, Putney-heath, the seat of the late Duke of Sutherland, with 37 acres of land.—Bought in at £28,000.
Freehold House and Shop, 5, High-street, Kensington; let at £48 per annum.—Sold for £1265 per annum.
Freehold House and Shop, King-street, Hammersmith; let at £20.—Sold for £200.
Freehold Detached Villa, situate at Hampton Wick, known as Grosmont-house; let at £109 per annum.—Sold for £1330.
Freehold Estate of Littlebrook, near Dartford, Kent, comprising a farm of 383 acres, with dwelling-house and farm-buildings, extending from the Railway Station to the River Thames.—Sold for £16,650.
Freehold Land, near the town and railway station of Dartford, 47a. 2r. 30p.; let at £60 per annum.—Sold for £1700.

London Gazettes.

New Member of Parliament.

FRIDAY, *July* 9, 1858.

COUNTY OF CORNWALL.—*Western Division.*—John Saint Aubyn, Esq., 6 Stratford-pl., London, *vice* Michael Williams, Esq., deceased.

Commissioner to administer Oaths in Chancery.

FRIDAY, *July* 9, 1858.

WHITEHOUSE, WILLIAM MATTHEW MILLS, Gent., 26 Charles-st., St. James's-sq.—July 7.

Bankrupts.

TUESDAY, *July* 6, 1858.

BROWNLOW, WILLIAM, Grocer, New Basford, Notts. *Com.* Balguy: July 20 and Aug. 10, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sol.* Sykes, Nottingham. *Pet.* July 3.

CARR, EDWARD, Draper, Birmingham. *Com.* Balguy: July 17 and Aug. 7, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sols.* James & Knight, Birmingham. *Pet.* July 3.

CURNO, PHILIP, Wheelwright, 17 Russell-st., Plymouth. *Com.* Bere: July 23 and Aug. 13, at 1; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sol.* Gidley, Plymouth; or Stogdon, Exeter. *Pet.* July 5.

GREENFIELD, JAMES HUME, known as Hume Greenfield, Ship Owner, 21 High-st., Hampstead, lately carrying on business under style of Harwich Steam Packet Company. *Com.* Fane: July 16, at 12.30; and Aug. 20, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* July 2.

MENETREY, JOHN, Manufacturer of Fancy Soaps and Perfumery, Liverpool. *Com.* Perry: July 16 and Aug. 13, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Chilton, Liverpool. *Pet.* July 3.

TUCKER, WILLIAM OWEN, Builder, Lea-bridge-road, Essex. *Com.* Fane: July 16 and Aug. 20, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Lawrance. Plews, and Boyer, 14 Old Jewry-chambers. *Pet.* July 2.

WILSON, HENRY, Grocer, Pontefract. *Com.* West: July 22 and Aug. 27, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Lawrence, Smith, & Fawdon, 12 Bread-st., Cheapside; or Bond & Barwick, Leeds. *Pet.* June 24.

WOOD, JOSEPH, Whitesmith, Bradford, *Com.* Ayrton: July 27, at 11.30; and Aug. 27, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Taylor, Bradford; or Blackburn & Son, Leeds. *Pet.* July 2.

FRIDAY, *July* 9, 1858.

NUTT, GEORGE JEFFRIES, Grocer, Derby. *Com.* Balguy: July 22 and Aug. 10, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sol.* Pickering, Derby. *Pet.* July 6.

RILEY, RAMSDEN (Stott & Riley), Engraver, Halifax. *Com.* Ayrton: July 20, at 11.30; and Aug. 20, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Stocks & Franklin, Halifax; or Bond & Barwick, Leeds. *Pet.* July 6.

SKEEN, ALFRED, & ARCHIBALD FREEMAN, Timber Brokers, 75 Old Broad-st. *Com.* Goulburn: July 19, at 11.30; and Aug. 23, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Shepheard, 24 Moorgate-st. *Pet.* July 6.

MEETINGS.

TUESDAY, *July* 6, 1858.

ARMSTRONG, BENJAMIN, Ironmonger, Sunderland. *Last Ex.* (*by adj.* from May 21), July 19, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BARNES, JOHN, Builder, Dorchester. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

BARTON, GEORGE, & JOHN BARTON (M. Barton & Co.), Copper Roller Manufacturers, Manchester; J. Barton lately carrying on business as a Calico Printer with William Nelson Wilson. *Further Div.* July 28, at 12; Manchester. *Com.* Jemmett.

BEAGLE, JAMES, Upholsterer, 89 Bridge-rd., Lambeth. *Div.* July 28, at 2; Basinghall-st. *Com.* Goulburn.

BISHOP, MATTHEW EDWIN, & EDWARD SHEPPARD GIBBING, Wholesale Stationers, 76 Cannon-st. West. *Div.* July 23, at 11; Basinghall-st. *Com.* Goulburn.

BRIDGMAN, CHRISTOPHER VICKRY, Scrivener, Tavistock. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

BROOKE, WILLIAM SCHOLEFIELD, Woollen Merchant, Crosland Moor, Almondbury, Yorkshire. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

BROWN, JOSEPH, Leather Seller, Weymouth. *Aud. Accts. & Prf. Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

COOPLAND, WILLIAM, Corn Miller, Topcliffe, Yorkshire. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

DAINTRY, JOHN SMITH, & JOHN RYLE, Bankers, Manchester, lately in copartnership with WILLIAM RICHARD RAVENSCROFT, under firm of Daintry, Ryle, & Co.: J. Ryle also carrying on the business of a Banker, at Macclesfield. *Further Div.* joint est. of J. S. Daintry & J. Ryle, and sep. est. of J. Ryle, July 29, at 12; Manchester. *Com.* Skirrow.

DILLON, JOHN, Ironmonger, Bye-st., Hereford. *Choice of Ass.* July 23, at 11; Birmingham. *Com.* Balguy.

EASTBURN, ROBERT, Dyer, Halifax. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

ECCLES, JOSEPH, EDWARD ECCLES, & ALEXANDER ECCLES (Eccles & Co.), Cotton Brokers, Liverpool. *Prf. of Dbts.* on joint est. and on est. of E. Eccles & A. Eccles, and on sep. ests. of each, July 23, at 11; Liverpool. *Com.* Perry.

FISHER, ROBERT, Builder, Exeter. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

GODFREY, JOSEPH BURGE, Coach Maker, Taunton. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

GRIBBELL, RICHARD, & RICHARD LUSCOMBE, Wholesale Grocers, Tavistock. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

HARDING, VERNON, Ironmonger, Liverpool. *Div.* July 30, at 11; Liverpool. *Com.* Perry.

HARRIS, JOSEPH, & WILLIAM HARRIS, Chemical Manufactnrers, Bolton, Lancashire. *Div.* July 28, at 12; Manchester. *Com.* Skirrow.

HIGGINSON, GEORGE, Scrivener, Lyme Regis. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; Queen-st., Exeter. *Com.* Bere.

KINGDON, THOMAS, Cyder Merchant, Netherexe, Devon. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

MOORHOUSE, JAMES, Innkeeper, Skipton, Yorkshire. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

OWEN, JOHN, & JOHN MATHEW GUTCH, Bankers, Worcester (Farley, Lavender, Owen, & Gutch). *Div.* July 29, at 11.30; Birmingham. *Com.* Balguy.

PEARD, JOHN, Draper, Bridestowe, Devon. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; Queen-st., Exeter. *Com.* Bere.

POWLESLAND, GEORGE, Dealer in Seeds, Meeth, Devon. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

RICKARD, JOSE, Draper, Boscastle, Cornwall. *Aud. Accl. & Prf. of Dbts.* July 19, at 11; Queen-st., Exeter. *Com.* Bere.

ROBERTS, JOHN, Tailor, Taunton. *Aud. Accts. & Prf. of Dbts.* July 19, at 11; Queen-st., Exeter. *Com.* Bere.

SMITH, SAMUEL, Woollen Manufacturer, Batley Carr, Dewsbury, Yorkshire. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

STARKEY, BENJAMIN, Woollen Cord Manufacturer, Sheepridge, Huddersfield. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

TAYLOR, ROBERT, Iron Ore Merchant, Stoke Gabriel, Devon. *Aud. Accts. & Prf. Dbts.* July 19, at 11; Queen-st., Exeter. *Com.* Bere.

TAYLOR, THOMAS, Earthenware Dealer, Halifax. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

WATKIN, WILLIAM, Miller, Brompton Mills, Churchstoke, Salop. *Div.* July 29, at 11.30; Birmingham. *Com.* Balguy.

WILKS, JOHN, Butcher, Whitby. *Div.* July 29, at 11; Commercial-bldgs., Leeds. *Com.* West.

FRIDAY, *July* 9, 1858.

BATE, WILLIAM, Baker, Oxford-rd., Manchester. *Second Div.* Aug. 2, at 12; Manchester. *Com.* Jemmett.

BULL, THOMAS, Grocer and Linen Draper, Hambledon, Southampton. *Div.* July 31, at 11.30; Basinghall-st. *Com.* Goulburn.

BROWN, MATTHEW, & JOHN BROWN, (M. Brown & Co.), Woolstaplers, Bradford. *Div.* sep. est. of each, Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

BURGON, THOMAS, Merchant, Walbrook-bldgs. *Div.* July 30, at 11.30; Basinghall-st. *Com.* Fane.

CRANE, HENRY, Ironfounder, Wolverhampton. *Div.* Aug. 2, at 10; Birmingham. *Com.* Balguy.

FARNAN, SAMUEL, Indigo and Colonial Broker, Mincing-lane. Aug. 2, at 11; Basinghall-st. For the purpose of deciding upon an offer of composition, made by Frank Farnan, the bankrupt's father, and agreed to be accepted at a meeting held on July 5.

FRASER, WILLIAM, Cabinet Maker, Leeds. *First Div.* Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

FRESHWATER, JAMES (J. Freshwater & Co.), Tea Dealer, 44 Poultry. *Div.* July 30, at 11; Basinghall-st. *Com.* Fane.

GOMBERT, CHARLES, Milliner, 30 Duke-st., Manchester-sq. *Last Ex.* (*by adj.* from June 30) July 21, at 12; Basinghall-st. *Com.* Fonblanque.

HANSON, JOSHUA, & JAMES HANSON, Woollen Spinners, Huddersfield. *Div.* sep. est. J. Hanson, Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

HARBUTT, THOMAS, Wine and Spirit Merchant, North Shields. *Last Ex.* July 22, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

LEGG, STEPHEN, Shipwright, Liverpool. *Div.* July 30, at 11; Liverpool. *Com.* Perry.

LOWE, SAMUEL, Provision Dealer, West-st., Oldham. *Div.* Aug. 2, at 12; Manchester. *Com.* Jemmett.

PERRY, HENRY WILLIAM, Builder, Exmouth, Devon. *Aud. Accts. & Prf. Dbts.* July 19, at 11; and *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

RICKARD, JOSE, Draper, Boscastle, Cornwall. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

ROBERTS, JOHN, Tailor, Taunton. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

ROLLS, ALFRED, Umbrella & Parasol Manufacturer, 44 Ludgate-hill, in partnership with Henry Williams (Williams & Rolls). *Div.* Aug. 3, at 1; Basinghall-st. *Com.* Holroyd.

ROSE, SAMUEL, & ROBERT WILLY ROSE, Drapers, Honiton (Rose & Son). *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

SENIOR, WILLIAM THOMAS, Fellmonger, Horbury-bridge. *Div.* Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

SHAW, JAMES, Cloth Merchant, Huddersfield. *Div.* Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

TREGELLAS, JOSIAH, Draper, St. Agnes, Cornwall. *Div.* July 30, at 11; Queen-st., Exeter. *Com.* Bere.

WOOD, JOHN BREARLEY, & WALTER TARRANS, Merchants, Liverpool. *Prf. of Dbts.* sep. est. of J. B. Wood, July 20, at 12; Liverpool. *Com.* Perry.

WRIGHT, GEORGE THOMAS, Tea Dealer, Huddersfield. *Div.* Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

DIVIDENDS.

TUESDAY, *July* 6, 1858.

BATTERS, GEORGE, Stock Share Broker and Share Dealer, 26 Throgmorton-st. First, 2*s.* 6½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

BIGGIN, SAMUEL, HENRY BIGGIN, & PAUL SMITH, Saw Manufacturers, Sheffield. First, 1*s.* 10*d.* joint est.; first, 1*s.* 1*d.* sep. est. P. Smith; and first, 3½*d.* sep. est. H. Biggin. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

MARKS, JOHN, Coach Maker, Bell-st., Paddington, and Long Acre, and Victoria-st. North, Melbourne, Australia. First, 1*s.* 6*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

OAK, WILLIAM COVENTRY, & CHARLES HASTINGS SNOW, Bankers, Blandford Forum, Dorset. First, 3*s.* *Edwards*, 22 Basinghall-st.; July 7, and three subsequent Wednesdays, 11 to 2.

POLE, EDWARD, Tea Dealer, Reading. First, 5*s.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

RICHES, CHARLES HURRY, Carrier, Cardiff. Div. 2*s.* 6*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

SPLATT, SAGAR HOLDEN, Ship Store Dealer, Liverpool. Div. 5½*d.* on acct. of First Div. of 5*s.* for creditors who have proved since declaration of first div. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

STUART & KENNETT, Tailors, Cork-st., Burlington-gardens. Third, 2*s.* *Lee*, 20 Aldermanbury; July 7 and subsequent Wednesday, 11 to 2.

SYKES, HENRY, Anvil Manufacturer, Sheffield. Second, 8½*d.*, and First and Second on new proofs, of 4*s.* 6½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday, 11 to 2.

TUGMAN, CHARLES HENRY, & JAMES EVENS TUGMAN, Provision Merchants, 33 Great Tower-st. First, 1¾d. joint est., and First, 1s. 1½d. sep. est. C. H. Tugman. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

TYLER, WILLIAM, & JOHN TYLER, Millers, King's Bromley, Staffordshire. First, 3s. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

WADDINGTON, EDWARD, Draper, Preston. First, 1s. 11d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

FRIDAY, *July* 9, 1858.

BEAR, GEORGE, Butcher, Sudbury. First, 1s. 6½d. *Stansfeld*, 10 Basinghall-st.; any Tuesday, 11 to 2.

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland. Second, 3½d. (in addition to 11½d. previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

BURT, JAMES, & JAMES BURT, jun., Manchester, and WILLIAM LOTTIE WATSON, Leeds, Commission Agents; at Manchester (Burts, Watson, & Co.), and at Leeds (Burt, Watson, & Burt). Fourth, 1/32d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

HARRISON, WILLIAM, Ship Chandler, North Shields. Second, 6d. (in addition to 5s. previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 to 3.

LAWRANCE, EBENEZER, Builder, New Barnet, Herts. Second, 4½d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

LEE, ROBERT, Currier, Cromford, Derbyshire. First, 11d. *Harris*, Middle-pavement, Nottingham; July 12, or three following Mondays, 11 to 3.

MEADOWS, JAMES, & RICHARD EDWIN BIBBY, Lime Merchants, Manchester. Second Div. 2s. 3d., sep. est. J. Meadows. *Pott*, 76 George-st., Manchester; any Tuesday, 11 to 1.

PAGE, ALFRED, Boot and Shoe Manufacturer, 31 Baker-st., Portman-sq. Second, 3½d. *Stansfeld*, 10 Basinghall-st.; any Thursday, 11 to 2.

REDFERN, HENRY, Plumber, Nottingham. First, 3s. 4d. *Harris*, Middle-pavement, Nottingham; July 12, or three following Mondays, 11 to 3.

RHODES, SAMUEL, & JOHN ARMSTRONG, Cotton Manufacturers, Tintwistle, Cheshire. First, 7s. 6½d., and First, 2½d. sep. est. of J. Armstrong. *Pott*, 76 George-st., Manchester; any Tuesday, 11 to 1.

WHITAKER, JOHN, Cotton Manufacturer, Bridge End, near Newchurch, Rossendale. Second, ½d. *Pott*, 76 George-st., Manchester; any Tuesday, 11 to 1.

WILLIAMS, RICHARD, Tailor, Liverpool. First, 8½d. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 6, 1858.

CRONKSHAW, JOHN, & WILLIAM CRONKSHAW, Manufacturers, Edenfield, Lancashire. July 29, at 11; Manchester.

PARKES, WILLIAM UNDERHILL, Baker, Pensnett, Kingswinford. Aug. 6, at 10; Birmingham,

THIRS, WILLIAM, Farmer, Grandborough, Warwickshire. Aug. 6, at 10; Birmingham.

FRIDAY, *July* 9, 1858.

CLOUGH, JAMES, Woolstapler, Bradford and Birkenshaw. Aug. 9, at 12; Commercial-bldgs., Leeds.

COOPLAND, WILLIAM, Corn Miller, Topcliffe, Yorkshire. July 30, at 11; Commercial-bldgs., Leeds.

DOVE, THOMAS, Chemist and Druggist, Clay Cross, North Wingfield, Derbyshire. July 31, at 10; Council-hall, Sheffield.

EASTHAM, JAMES, & JOSEPH ELLIOTT LAWLEDGE, Calico Printers, 3 Little Carter-lane, and of Phipps-bridge, Mitcham, Surrey; on applon. of J. E. Lawledge. July 30, at 1.30; Basinghall-st.

FRANKENSTEIN, JACOB, Commission Merchant, 10 Devonshire-st. Aug 2, at 11.30; Basinghall-st.

HUGHES, JOSEPH, Tailor, Ruabon, Denbighshire. July 30, at 11; Liverpool.

MOORHOUSE, JAMES, Innkeeper, Skipton, Yorkshire. July 30, at 11; Commercial-bldgs., Leeds.

OATES, CHARLES, Woolstaper, Heckmondwike, Yorkshire. July 30, at 11; Commercial-bldgs., Leeds.

PYBUS, CHRISTOPHER, Spirit Merchant, Catterick, Yorkshire. July 30, at 11; Commercial-bldgs., Leeds.

SMITH, DAVID, Corn Factor, Sheffield. July 31, at 10; Council-hall, Sheffield.

SPRINGALL, JOHN ROUNCE, Engineer, 19 High-st., Bow. Aug. 3, at 1; Basinghall-st.

STARKEY, BENJAMIN, Woollen Cord Manufacturer, Sheepridge, near Huddersfield. July 30, at 11; Commercial-bldgs., Leeds.

THOMAS, THOMAS PHIPPS, Auctioneer and Mining Share Dealer, 2 Crown-ct., Threadneedle-st. July 29, at 12.30; Basinghall-st.

WRAGG, JAMES, Glass Bottle Manufacturer, Barnsley. Aug. 9, at 11; Commercial-bldgs., Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 6, 1858.

BURT, HUGH, Licensed Victualler, 11 Princes-st., St. Mary, Lambeth. June 29, 3rd class.

COATES, JAMES, Hardwareman, High-st., Blue Town, Sheerness, also lately of the Still Tavern, Bath-square, Portsmouth. June 30, 3rd class.

CRISTALL, WILLIAM, Ship's Chandler, 4 Goldsworthy-terr., Lower-rd., Rotherhithe. June 30, 2nd class.

FITCH, WILLIAM, Licensed Victualler, Headley Arms, Warley-common, Great Warley, Essex. June 29, 3rd class.

GILL, ROBERT HENRY, Innkeeper, Hartlepool. June 30, 3rd class, subject to suspension until Dec. 30.

JONES, WALTER, & CHARLES JONES, Tallow Chandlers, 15 High-st., Islington. June 29, 2nd class.

LONG, OLIVER, Manufacturer, 58 King William-st. June 24, 3rd class, to be suspended for 6 mos. from Feb. 9.

PRITCHARD, WILLIAM, Stationer, Carnarvon. June 30, 2nd class, subject to a suspension of 4 mos.

STEWARD, CHARLES HENRY, Corn Merchant, 73 Tothill-st., Westminster. June 30, 2nd class.

STIRED, JAMES, Nursery Seedsman, Monson Nursery, North-st., Red-hill, Reigate. June 21, 2nd class.

TIDEY, DANIEL, Builder, 19 Buckland-crescent, Belsize, St. John's-wood, and 50 Queen's-gardens, Bayswater. June 25, 2nd class.

TOLDERPH, MATHIAS, Merchant, 40 Seething-lane (trading in co-partnership with Hans Toldorph), at present a prisoner in the Queen's Bench. June 25, 2nd class.

TURNER, CHARLES, Ironmonger, Walthamstow. July 1, 2nd class.

YEOMD, UTRICK, Flour Miller, Alston, Cumberland. June 30, 3rd class, subject to a suspension until Oct. 16.

YOXALL, WILLIAM, Saddler, Ashton-under-Lyne. June 29, 1st class.

FRIDAY, *July* 9, 1858.

BARRY, JOHN, Milliner, 26 Milsom-st., Bath. July 5, 1st class.

BARTON, BENJAMIN, Grocer, Wortley, Leeds. July 5, 3rd class.

FERNEY, JAMES, Ship Store Dealer, Liverpool. May 31, 2nd class.

JACKSON, PETER, & JAMES VAISSIERE, Brace, Belt, and Garter Manufacturers, 76 Aldermanbury. July 6, 2nd class; to P. Jackson, to be suspended for 6 mos.; and 3rd class, to J. Vaissiere, to be suspended for 12 mos.

WRIGHT, GEORGE THOMAS, Tea Dealer, Huddersfield. July 5, 3rd class; subject to a suspension of 1 calendar mo.

Professional Partnerships Dissolved.

FRIDAY, *July* 9, 1858.

BROWNING, EDWARD, & GEORGE CHARLES RICHARDS, Attorneys, Solicitors, and Conveyancers, Redditch, Worcestershire; by mutual consent. June 30.

BURCHETT, JAMES ROBERT, jun., and GEORGE BURCHETT, Proctors, 9 Great Knight Rider-street, Doctors'-commons; by mutual consent. July 7. Debts received and paid by J. R. Burchett, jun., who will carry on the business on his own account.

WILLETT, JOHN SALTREN, THOMAS POYNTER, & CHARLES DYNELEY, Proctors and Notaries, Paul's Bakehouse-ct., Doctors'-commons; by mutual consent, as regards C. Dyneley. Mar. 25.

Assignments for Benefit of Creditors.

TUESDAY, *July* 6, 1858.

CANZI, LUIGI ANTONIO (not CAUZI, as advertised in last Friday's *Gazette*), Optician, 60 Bute-st. Cardiff. June 15. *Trustees*, J. Imray, Chart Publisher, 89 Minories; W. Wilson, Instrument Maker, 3 Shaftesbury-ter., Grove-rd., Mile-end. *Sol.* Morris, 6 Old Jewry.

COOK, WILLIAM, Innkeeper, New-inn, Longford, Gloucester. June 23. *Trustees*, H. K. Whithorn, Wine Merchant, Gloucester; J. B. Hanman, Grocer, Gloucester. *Sol.* Lovegrove, Barton-st., Gloucester.

CROFTS, FRANCIS, Cordwainer, Louth, Lincolnshire. June 26. *Trustees*, J. Chadwick, Tanner, York; J. M. Knowles, Currier, Boston, Lincolnshire. Creditors to execute on or before Aug. 26. *Sols.* Ingoldby & Bell, Town-hall, Louth.

FEATHERSTONE, JOSEPH, Licensed Victualler, Dolphin public-house, 44 Red Lion-st., Holborn. July 2. *Trustee*, C. Bartram, Gent., Park-st. Southwark. *Sols.* Marson, Dadley, & Marson, 1 Anchor-ter., Bridge-st., Southwark.

MOORE, JOHN, Saddler and Harness Maker, Tuxford, Notts. June 11. *Trustees*, L. Bradley, Yeoman, Cromwell, Notts; G. Marrison, Builder, Tuxford. Creditors to execute before Sept. 11. *Sol.* Smith, Carlton-upon-Trent, Notts.

SHEARD, BENJAMIN SPIVEY, Corn Dealer, Huddersfield, & JAMES SHEARD, Corn Miller, Spring-bank, Dalton, Kirkheaton. May 7. *Trustees*, G. W. Harrison; W. Nelstrop. Creditors who have not already executed are requested, on or before July 14, to forward to J. Wainwright, George-st., Wakefield, the particulars of their claims, and within that time to execute the deed, otherwise they will be excluded from a dividend of 3s., already declared, and a final dividend about to be declared. *Sol.* Wainwright, George-st., Wakefield.

FRIDAY, *July* 9, 1858.

BOTTEN, JOHN, Grocer, Yoxford, Suffolk. June 21. *Trustees*, C. J. Challis, Wholesale Draper, Norwich; H. Freeman, Wholesale Grocer, Norwich. *Sols.* Miller, Son, & Bugg, Norwich.

HAILS, WILLIAM, Fringe and Tassel Manufacturer, Newcastle-upon-Tyne. June 19. *Trustee*, A. Gillespie, Accountant, Newcastle-upon-Tyne. *Sols.* Brown & Son, Newcastle-upon-Tyne.

HELLARD, ROBERT, Ironmonger, Taunton, Somerset. June 12. *Trustees*, J. Howard, Agricultural Implement Maker, Bedford; R. Colman, Iron-founder, Chelmsford; J. Savery, Ironfounder, Taunton. Creditors to execute on or before Sept. 12. *Sol.* Easton, Hammet-st., Taunton.

HODGKINSON, EDWARD, Grocer, 2 New Market-pl., Southgate-rd., De Beauvoir-town, Middlesex. June 24. *Trustee*, P. Scotland, Tea Dealer, Leadenhall-st. *Sol.* Goddard, 101 Wood-st., Cheapside.

PARKIN, ISAAC, Framework Knitter, Codnor, Derbyshire. June 22. *Trustees*, A. Greaves, Druggist, Ironville; T. Clarke, Victualler, Codnor. *Sol.* Jessop, Alfreton.

WOLFINDEN, THOMAS, Victualler, Plymouth. June 26. *Trustees*, J. Harding, Wine & Spirit Merchant, Exeter; S. Sanders, Coach Builder, Totnes, Devon. Creditors to execute before Aug. 27. *Sol.* Presswell, Totnes.

Creditors under Estates in Chancery.

TUESDAY, *July* 6, 1858.

HOPWOOD, HENRY SERJEANTSON, Wesleyan Minister, Nottingham (who died on November 19, 1831). Hopwood *v.* Huxstable (*not* Hepund *v.* Huxtable, as advertised in last Friday's *Gazette*), M. R. *Last Day for Proof*, July 26.

PORTER, JOHN, Farmer, late of Waddesden, Bucks, afterwards of Chetwode, Bucks (who died in Aug., 1854). Freeman *v.* Parrott, V. C. Stuart. *Last Day for Proof*, July 30.

FRIDAY, *July* 9, 1858.

BAMFORD, CHARLES, Kingston-upon-Hull (who died in Jan., 1858). Bamford, jun. *v.* Barkworth, V. C. Stuart. *Last Day for Proof*, July 31.

BIGGE, CHARLES WILLIAM, Esq., Linden, Northumberland (who died in Dec., 1849). Bigge *v.* Bigge, V. C. Stuart. *Last Day for Proof*, Aug. 6.

FIELDING, MARY, Spinster, Over Darwen, Lancashire (who died on June 9, 1852). Fielding *v.* Hollis. *Last Day for Proof*, July 27, at Office of District-Registrar of Court of Chancery, county palatine of Lancaster, 6 Camden-pl., Preston.

MERRY, JOHN, Victualler, Derby (who died in Mar., 1853). Re Merry's Estate, Merry *v.* Merry, V. C. Wood. *Last Day for Proof*, July 31.

NEALE, WILLIAM HENRY, Gent., 91 Albany-rd., Camberwell (who died on Nov. 14, 1856). Re Neale's estate, Neale *v.* Neale, V. C. Wood. *Last Day for Proof*, July 26.

ROBERTS, HUGH, Farmer, Ynys, Rhuddian, Flintshire (who died on Dec. 1, 1857). Re Roberts' estate, Davies *v.* Edwards, V. C. Stuart. *Last Day for Proof*, Aug. 5.

RICHARDSON, WILLIAM, Gent., Sale, Cheshire (who died on Mar. 3, 1858). Taylor *v.* Roebuck, V. C. Wood. *Last Day for Proof*, July 27.

STANDISH, CHARLES EDWARD, Lieut. of Her Majesty's Ship Bonetta, stationed at Rio de Janeiro (who died in Oct., 1853). Stocks *v.* Barre, V. C. Wood. *Last Day for Proof*, July 28.

THACKWRAY, MARY, Widow, Low Harrogate, Pannal, Yorkshire (who died in June, 1856). Crighton *v.* Thackwray, V. C. Wood. *Last Day for Proof*, July 29.

TREVILLION, THOMAS, Furniture Dealer, 3 Old-st.-rd. (who died in July, 1844). Davison *v.* Trevillion, V. C. Kindersley. *Last Day for Proof*, July 30.

WATSON, CHARLES, Farmer, Little Ryburgh, Norfolk (who died in Aug., 1854). Gurney *v.* Watson, M. R. *Last Day for Proof*, Nov. 2.

WHITE, THOMAS, Gent., Hailsham, Sussex (who died in Feb., 1857). Kennard *v.* Sinnock, M. R. *Last Day for Proof*, Aug. 2.

WILMOT, WILLIAM RACKER, Gent., Weston-super-Mare, Somerset, who formerly carried on business as a Builder at Bristol, and died in Nov., 1856). Wilmot, Clerk *v.* Wilmot, V. C. Kindersley. *Last Day for Proof*, Nov. 3.

WYNNE, JOHN, Esq., Garthmeilo, Denbighshire, formerly a Lieutenant and Adjutant in Her Majesty's 23rd Regiment of Welsh Fusiliers, afterwards of Hastings, of Boulogne, of St. John's-wood, of Brighton, of Leamington, and now of Moorcroft House, Hillingdon, a person of unsound mind. Before the Masters in Lunacy, 45 Lincoln's-inn-fields.

Winding-up of Joint Stock Companies.

TUESDAY, *July* 6, 1858.

UNLIMITED, IN CHANCERY.

DHUBODE COPPER MINING COMPANY.—The Master of the Rolls orders a call of 10*s.* per share to be made on all the contributories, and that each contributory pay same to the Official Manager on or before July 30, at his Office, 36 King William-st.

LONDON, BIRMINGHAM, AND BUCKINGHAMSHIRE RAILWAY COMPANY.—Master Richards purposes, on July 12, at 12, at his Chambers, in Southampton-bldgs., to make two calls on the contributories settled on the list, one for 293*l.* 3*s.* each, towards the payment of debts other than those of Messrs. Lowndes & Dayrell, and on account of costs; and the other for 101*l.* 1*s.* 1*d.* each, for discharging the balance due to Messrs. Lowndes & Dayrell, after debiting them with the first-mentioned call.

ROSHERVILLE GARDENS COMPANY.—V. C. Wood will proceed, on July 15, at 12, at his Chambers, to settle the list of contributories of this Company.

LIMITED, IN BANKRUPTCY.

NATIONAL DEODORIZING AND MANURE COMPANY (LIMITED).—Mr. Com. Goulburn has appointed July 16, at 11, at Basinghall-st., for settling the list of contributories.

FRIDAY, *July* 9, 1858.

UNLIMITED, IN CHANCERY.

BIRKBECK LIFE ASSURANCE COMPANY.—The creditors of this Company are required by V. C. Kindersley, to meet before him on July 20, at 12, at his Chambers, to appoint a representative or representatives.

HOME COUNTIES AND GENERAL LIFE ASSURANCE COMPANY.—V. C. Kindersley will proceed, on July 26, at 12, at his Chambers, to settle the list of Contributories.

JUSTICE ASSURANCE SOCIETY.—V. C. Kindersley purposes, on July 16, at 12, at his Chambers, to make a further Call of £3 per share on all the Contributories.

LIVERSEDGE IRON COMPANY.—The Master of the Rolls will proceed, on July 28, at 12, at his Chambers, to settle the lists of Contributories.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kindersley will proceed, on July 19, at 1, at his Chambers, to settle the list of Contributories.

Scotch Sequestrations,

TUESDAY, *July* 6, 1858.

ANDERSON, GEORGE NICOLL, Grocer, Hilltown, Dundee. July 13, at 2; Lamb's-lane, Reform-st., Dundee. *Seq.* July 3.

CROLL, JAMES, Grain Merchant, Mill of Duntrune, Dundee, deceased. July 14, at 12; British-hotel, Dundee. *Seq.* July 2.

LAUGHTON, SAMUEL, Tailor, Victoria-st., Kirkwall. July 10, at 1; Sheriff-court-room, Kirkwall. *Seq.* June 28.

MUDIE, WILLIAM, Paint and Colour Manufacturer, Glasgow; and Alexandria, Dumbartonshire (Mudie & Co.); and Liverpool (Watt & Co.) July 12, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* June 30.

SHEDDEN, WILLIAM, & JAMES MORTON, Mahogany and Timber Merchants, Glasgow. July 9, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 1.

FRIDAY, *July* 9, 1858.

GALBRAITH, WILLIAM, sometime Cook and Confectioner, now Wine and Spirit Merchant, Glasgow. July 16, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 7.

M'LEOD, JOHN, Auctioneer, Glasgow. July 13, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 2.

RISK, JOHN, Commission Agent, Howard-ct., Howard-st., Glasgow. July 14, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 6.

ROUGH, ARCHIBALD, jun., Colour Merchant, Leith-walk, Edinburgh. July 16, at 12; Stevenson's Sale-rooms, 4 St. Andrew's-sq., Edinburgh. *Seq.* July 7.

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Numerous complaints having been made by gentlemen who have either had great difficulty in procuring the SOLICITORS' JOURNAL, *or to whom it has been supplied very irregularly, we beg to inform our readers and the Profession, that it is published at 7 o'clock on Saturday morning, and may usually be procured by the News Agents at that hour. Our own provincial Subscribers are supplied by the morning mails, and the town delivery is completed in the course of the morning. It is particularly requested, therefore, that complaints referring to irregularities of this kind may be forwarded to the Publisher, and, in case they should continue, he will be happy to forward the Journal direct from the Office.*

THE SOLICITORS' JOURNAL.

LONDON, JULY 17, 1858.

THE COUNTY COURTS.

We have before us a pamphlet in the form of a letter from Mr. Serjt. Jones to the Lord Chancellor, upon the case of *Furber* v. *Sturmey*, lately decided in the Exchequer, in which the learned Serjeant, as Judge of the Clerkenwell County Court, was substantially the defendant against whom the judgment of the Court was given. The indignation of Mr. Serjt. Jones at the treatment he had received in Westminster Hall was at first so great as to cause him to meditate resignation. On further reflection, however, he determined to content himself with publishing a pamphlet, in which it must be owned that he has castigated the adverse judgment, and the judges who delivered it, with plentiful and vigorous invective. We are very glad that instead of throwing up in anger an office of honour and emolument, Mr. Serjt. Jones has only deemed it neecssary for his vindication to expend a moderate sum of money in printing, paper, and advertisements. And although we think that the pamphlet might well have been more measured in its language, it appears to us to establish a substantial grievance; and this would seem to be also the opinion of the Lord Chancellor, since he has introduced into the County Court Districts Bill, now pending in the House of Commons, a clause intended to provide a remedy.

The Court of Exchequer in former times was the chief temple of the mysteries of special pleading, and on this account, perhaps, it has become suspected of viewing with peculiar disfavour the rough and ready justice of the county courts. Mr. Serjt. Jones, like many others concerned in the establishment and the working of these tribunals, appears to have formed in his own mind a very sufficient estimate of the advantages thus conferred upon the human race. We do not in the least desire to obscure or undervalue the immense improvement thereby effected in our jurisprudence, and whether it be Lord Brougham in a speech or Mr. Serjt. Jones in a letter to the Chancellor, who is glorifying himself and his associates, we are quite willing that he should make the most of his opportunity. But we cannot help protesting against the notion, that all Westminster Hall is in a conspiracy, with the barons of the Exchequer at the head of it, to rob the poor suitor of his hardly won county court. Nobody denies, and nobody, we should suppose, repines at what the author of the pamphlet thinks fit to call the "envied success" of this attempt to provide for humble litigants a cheap and speedy remedy. Mr. Serjt. Jones exults, and very naturally, in the wide popularity and enormous business of his own Court; but he would do well to moderate his transports at the supposed decay and proximate extinction of the old tribunals, under the all-absorbing competition of their youthful rivals. We think that while sixty county court judges in all parts of England are deciding causes with the rapidity used at Clerkenwell, the superior courts will not be without their use in maintaining the harmony and consistency of the common law. Business, says the learned serjeant, was being drained from Westminster Hall, and people began to think that there were more than enough judges. The fifteen occupants of the bench, in alarm for their places, submitted to Common Law Procedure Acts, and thus, as the pamphlet modestly expresses it, "assimilated their own practice to that of the county courts." The barons of the Exchequer, we are desired to understand, are exasperated at the success in the legal market of these enterprising speculators, who have displaced technicalities by natural equity. They look upon a county court judge much as a common jury does upon an attorney, and mete to him the same measure of impartial justice. Suitors in the county courts dispense with juries, which in the superior courts are almost invariably employed, and there are fewer appeals in a year against judgments of sixty county court judges, than motions in a single term against rulings of the fifteen judges of the courts at Westminster. These facts are stated in the pamphlet, and the conclusion at which they point is obvious—that the Court of Exchequer is jealous of the efficiency and popularity of the county courts, and hence the judgment against which Mr. Serjt. Jones appeals to the Chancellor, to Parliament, and to all Englishmen who are or may be plaintiffs for the recovery of small demands.

Practitioners in Westminster Hall will readily admit that reticence is not one of the qualities for which the present barons of the Exchequer are most remarkable. We cannot, therefore, undertake to say that there have not been *obiter dicta* of those learned persons, by which county court judges may have had some reason to feel aggrieved. But upon the argument of the case of *Furber* v. *Sturmey*—of which the pamphlet before us contains a full report—as well as in the deliberate judgment of the Court, there does appear to us a genuine desire—as professed by the Chief Baron—"to treat the learned county court judge with the utmost consideration and respect." So far from exulting, as represented by Mr. Serjt. Jones, at the acquisition of a larger jurisdiction over the county courts, Sir F. Pollock said, during the discussion on the rules, "that it was very much to be lamented that a power should be given in that way;" and he added, that "it was very unseemly to make a county court judge the subject of attachment"—some other mode might easily have been found of bringing an appeal in proper form before a superior court. The Chief Baron has complained, on more than one occasion, of cases on appeal from his own court having been by consent of parties prepared in such a shape as he thought inaccurate; and upon this point it is evident that Mr. Serjt. Jones had his entire sympathy. "We are bound," he said, "to maintain for the county court judge precisely the same independence as we should claim for ourselves." Really it is hard to say what principle of judicial action more satisfactory than this could have been enunciated; and, unless the author of the pamphlet can show that the Court of Exchequer, while professing to uphold, has virtually disregarded it, his invocation of the Chancellor, the legislature, and the nation, against the systematic tyranny of Westminster Hall, may be classed with those empty threats of appeal, which, he says, are often uttered in his court by attorneys, who have been defeated in their clients' presence. It is very possible that the barons of the Exchequer may differ from the county court judges as to the extent and nature of the control which superior should exercise over local courts, and

either side in the controversy may be liable to a professional bias; but we do not believe that the imputation against the former of "encouraging" and "bidding for" complaints against the latter body has been, or is at all likely to be, deserved.

This Journal contains in other columns Mr. Serjt. Jones's statement of the case, and also our own account of the matters of law arising out of it. We shall not, therefore, enter in this place upon a minute detail of the circumstances, as we have gleaned them, with more or less of certainty, from the pamphlet and its appendix of nearly sixty closely printed pages. Mr. Bovill declared that the case which the judge was required to sign was a mere sham, disclosing no real matter of appeal at all. Mr. Baron Bramwell, on the other hand, discovered, on a hasty perusal, that it raised questions of considerable difficulty. Perhaps the case of *Furber* v. *Sturmey*, as between plaintiff and defendant, may at last get before the Court, so as to exercise the judicial faculties of the learned baron, and to gain a place in the reports. If it should ultimately appear that an important question of law had really arisen between the parties, and that they desired to obtain the judgment of a superior court upon it, the conduct of Mr. Serjt. Jones in obstructing the progress of the appeal will scarcely be approved, even by those who have taken the trouble to read his pamphlet. The obligation to abide strictly by the statutes and rules regulating the practice of the county courts appears to weigh unduly upon the conscience of that learned judge. We do not apprehend that the interests of suitors would be prejudiced by a more liberal interpretation of the provisions relative to appeals. On the contrary, it might be urged that in the procedure of these tribunals essential justice, and not rigid technicality, should prevail. As regards Mr. Serjt. Jones's argument upon this branch of his case, we will only say that it might have come well enough from a baron of the Exchequer, before that tribunal, in dread of abolition, had reformed itself, as Mr. Serjt. Jones says it did, after the enlightened example of the county courts. The admissions of the pamphlet are quite enough to prove that the conduct of the author of it deserves the epithet contumacious. He may have justly felt aggrieved at being served with a summons to the judges' chambers, issued apparently by the clerk upon the mere payment of two shillings. But still he should have settled and signed the case. His complaint of the indignity that had been put upon him would certainly not have lost any force by this concession. He has acted unwisely, and written with an unbridled pen, and the county court judges may have reason to regret the indiscreet pugnacity of their champion. Whatever opinion may be formed as to the expediency of giving jurisdiction to a single judge at chambers, Mr. Serjt. Jones's own account of his proceedings proves that a ready and effective supervision over the county courts is absolutely necessary to the due administration of the law.

PROGRESS AND COST OF CONSOLIDATION.

What a pity it is that Sir Fitzroy Kelly is not half as willing to do the work of law amendment as he is to frame excuses for neglecting it. If he would content himself by simply taking no trouble whatever in the matter, the public would be greatly the gainers. His constant repetition of magnificent promises deter more timid but more practical men from attempting less showy measures, while his equally constant failure in performance has the effect of creating a wide distrust in the sincerity of professional advocates of law reform.

From the recent discussion in the House of Commons on the Statute Law Commission one might suppose that Sir Fitzroy loves the business of apology, and believes it to be his forte. Hitherto, he has found sufficient exercise for this peculiar talent in his own behalf. Emboldened by success, on Tuesday night he undertook the desperate task of defending Mr. Bellenden Ker and the Statute Law Commission. The unfortunate result is, that in a thin and listless house a majority were found, who were willing to prolong the existence of this Commission for another year. Every one who knows anything of the proceedings of this body since its appointment in 1854 (it being a continuation of the Statute Board of 1853) will have read with surprise, if not with indignation, the elaborate speech of the Attorney-General, which furnished the grounds on which the House of Commons came to such a decision. Stripped of all the commonplaces which are usually made to do service on such occasions, the defence of the commissioners amounts to this—"We have, in four years, prepared ninety-three Consolidation Bills, including nine Bills for the consolidation of the whole criminal law, and this is more than has been done by ten other commissions on the same subjects which have preceded us."

The audacity of the latter part of this defence is something so far beyond the common as to challenge our admiration. We have no means of knowing what it is intended to include in the ten preceding commissions; but, assuming that they include those which resulted in the admirable Real Property Amendment Acts of the last and the present reigns, how does the comparison strike us? Most of the other commissions which could possibly be referred to as contemplating the same general objects as the present Statute Law Commission, have had Mr. Bellenden Ker for their presiding genius, which is a sufficient explanation of their shortcomings, and certainly ought to make his apologist somewhat shy in calling attention to them. The only commission which can properly be described as having the same objects as the Statute Law Commission of 1854, was that which was appointed in 1834, and of that Mr. Ker was head and front. These commissioners were appointed for the purpose of digesting into one or more statutes all the statute and common law touching crimes, and also of inquiring how far it might be expedient to consolidate other branches of the existing statute law. It is certainly a poor excuse for Mr. Ker and the commissioners of 1854 to say that Mr. Ker and the commissioners of 1834 effected nothing but a large expenditure of public money. But it is said, that whereas the former commissioners did not prepare a single Bill, the present commissioners have actually presented to Parliament nine Bills for the consolidation of the criminal law, though unfortunately not one has yet passed into law. To our minds, a simple narrative of the birth, life, adventures, and ultimate strangulation of those nine Bills, if people could only be induced to read it, would be enough to raise such a storm of public indignation as would very soon demolish the present Statute Law Commission.

The first report of the commissioners, made in July, 1855, informs us, that the consolidation of the statute criminal law had, at their request, been undertaken by Mr. J. J. Lonsdale; and that the first Bill, which comprised the subject of treason and other offences against the state, had already been submitted to them. Subsequently, we learn that the task had been, on Mr. Lonsdale's promotion to a county court judgeship, entrusted to five other gentlemen, who had "framed a consolidation" of the general criminal law relating to indictable offences in eight Bills. These were laid on the table of the House of Lords by Lord Cranworth, at the end of the session of 1856, having been revised, as the commissioners inform us in their third report, by Sir John Jervis, Lord Wensleydale, and other distinguished lawyers. The Bills were drawn on the principle that no alteration should be made in the law, and as little as possible in the language of the consolidated statutes. If the commissioners had adopted any fixed principle of consolidation, this was the one. It was therefore very properly observed and acted upon by the draftsmen. But no sooner have the latter gentlemen accomplished their part of the work, than the commissioners themselves discover

that they had proceeded upon a wrong principle; or, rather, the public discover that they had never seriously determined, or even discussed, the prime and fundamental questions which must necessarily be answered before any satisfactory attempt at consolidation is possible. On revising these same Bills with a view to their introduction into Parliament in 1857, the commissioners, for the first time, were led to modify the views which they entertained when they originally gave instructions for the preparation of those Bills. This inconveniently late change of opinion was induced, as the report of 1857 naïvely relates, "at the suggestion of the Lord Chancellor." It does not appear that the commissioners were favoured by his Lordship with any reasons in support of his suggestion, or, indeed, that they required any; which proves either that they entertained a more profound respect for his Lordship's judgment as a law reformer than people who are not commissioners are prone to acknowledge; or else that the commissioners themselves could have given very little consideration to the subject that was, of all others, of the most vital importance to the success of the work they had undertaken. However, at Lord Cranworth's suggestion, the commissioners consented to make these Bills not only consolidation but improvement Bills. How far the improvements thus introduced were within the scope of the commissioners' authority is very doubtful; but on the assumption that they were, and that the object of the Bills was merely to consolidate the criminal law, they passed the House of Lords late in the session of 1857, and were stopped from passing through the House of Commons by Mr. Locke King—fortunately, as it now appears, inasmuch as they contained no repealing enactments, and the result of their passing would have been to introduce a conflict of statutes throughout the whole domain of criminal law.

The late Government and its law advisers had evidently no confidence in these productions of Mr. Ker and his colleagues; but it was hoped that all the odium which their proceedings were calculated to call forth might be escaped by appointing a select committee to consider the whole subject. It was too absurd, however, to acknowledge that the Statute Law Commission was incompetent to proceed further without the report of this committee (which has not yet appeared), and accordingly, at the commencement of the present session, Sir H. Keating gave notice of his intention to bring forward these criminal Bills again—whether reduced to their pristine state of simple consolidation, or re-amended so as to be something better than the absurdity of the previous session, does not appear. As the commission is not identified with any political party, there was no reason why the present Attorney-General should not make some capital out of these famous Bills, especially as he was one of the distinguished lawyers associated with Sir John Jervis in their original revision. Accordingly, they have been made to do admirable service ever since the present Government came into power. Their numerous appearances upon the notice paper of the House of Commons operated as a guarantee that at length they were in a condition fit to pass into law; but neither the House nor the public were altogether unprepared for the announcement of Tuesday night, that "the great pressure of urgent business had rendered it impossible to submit the scheme to the House, or to state the intentions and the wishes of the Government theron." These unhappy Bills, that have formed the main stock-in-trade of two law-reforming Governments, and have of their own force and virtue kept the life in this commission for four long years, seem destined for the same uses in time to come. But, however that may be, or whether they shall ever be transformed from Bills into Acts, it is certain that such a consummation would have been much more easily attained, if the Statute Law Commission, or rather Mr. Ker—for there is no doubt that, in every sense, he is the commission—had not interfered between the Attorney-General for the time being and the draftsmen whom he might choose to employ. Whatever confusion, difficulty, or delay, has been imported into the subject, has come by such interference; and what we have said of these nine Bills applies with equal force to the whole of the ninety-three Bills. Of all these, which have been drawn at an enormous cost to the country, not one has passed into a law. At the present moment they are little better than so much waste paper, owing to the fact that the commissioners have never yet settled the principle on which the work is to be done. To every one of the Bills which have been thus supplied to them, they have made one of these two objections—either that it was, or that it was not, merely a consolidation Bill without any alteration of existing statute law. If it was the former, they doubted the utility of simple consolidation, unaccompanied by amendment; if the latter, they feared whether they were not exceeding the powers of their commission, and whether Parliament would sanction their proposed amendments. Nevertheless they go on adding to the number and the cost of these useless productions; and Parliament permits the apology, that when all this useless work is done, the commissioners will meet and settle the principle on which it ought to have been attempted.

Legal News.

It is satisfactory to observe that the fair promises of the Lord Chancellor have been speedily followed up by acts which every one in the profession must approve. We noticed a few weeks back the sincere desire which Lord Chelmsford appeared to entertain to promote the efficiency of the Court over which he had been appointed to preside. The expectations which we then formed have been, to a considerable extent, justified by the recent appointment of an additional taxing-master. One great and crying evil has thus been, to some extent at least, remedied, and the Lord Chancellor has shown himself disposed to listen to the suggestions of practical reformers. We believe that the selection of Mr. Richard Bloxam, lately chief clerk to Vice-Chancellor Wood, for the post of additional taxing-master, was almost unanimously recommended by the judges of the Court, and we think that it will be approved by the profession. Mr. Bloxam, it will be remembered, is the author of an edition of the regulations as to the conduct of business in Chambers, which were published at the beginning of last Michaelmas Term. The vacancy created by this promotion has been filled up by the appointment of Mr. Edward Weatherall, of the firm of Johnson, Weatherall, & Sons, to whom, as we understand, Sir W. P. Wood offered the office of chief clerk as soon as he became aware that he must lose the services of Mr. Bloxam. With regard to this appointment, also, we can confidently pronounce that it will be viewed with the fullest satisfaction by solicitors. The profession will not fail to recognise that the Lord Chancellor has undertaken the improvement of his Court in an earnest and judicious manner, and they will not forget that he has himself made one good appointment, and has enabled Vice-Chancellor Wood to make another.

It will not be out of place to mention here that a deputation of the Incorporated Law Society lately waited upon Lord Chelmsford, to bring under his notice the plan, often advocated in these columns, for consolidating all the law courts and offices in one commodious and well-placed edifice. It is extremely undesirable that any scheme should be adopted for erecting in Stone-buildings, or elsewhere, courts and offices sufficient only to accommodate the judges and clerks of the Court of Chancery. We trust that the deputation have, at least, prevented any step by the Government which could amount to an adoption of the smaller plan; and we think that, if

Lord Chelmsford remains in office, the proposal of the Law Society will have a better chance of being considered on its merits than ever it obtained before.

BLOOMSBURY COUNTY COURT.

(Before Mr. LEFROY, Deputy Judge, and a Jury).

Odell v. *Wallis.—July* 12.

This was an action by a journeyman butcher, against a young gentleman, to recover the sum of 14*l.* 7*s.* 6*d.*, for goods sold and delivered.

Defendant did not appear, but a solicitor for him pleaded non-liability, as he was an infant.

Plaintiff had lived in the employ of a master butcher, near Bedford-square, in which defendant resided. He received no wages, but was allowed perquisites, part of which was the sheep's paunches, with which he agreed to supply defendant for some dogs he kept at 2*d.* each. He did so for thirteen months, when, leaving his situation, he applied to defendant for his bill, amounting to the sum sued for, but being unable to obtain it, after repeated applications he took these proceedings. Plaintiff described defendant as a "fast" young man, who drove about in his cab.

To prove defendant's infancy a lady, who said she was his aunt, was called, and deposed that she was present at his birth, and he would not be twenty-one years of age till the 29th proximo.

His HONOUR observed that the law had provided that no minor was liable for any debt contracted except for the common necessaries of life. It was for the jury to say whether paunches were the common necessaries of life.

The jury considered that to a person in defendant's position they were necessaries, and gave a verdict for the sum claimed, with costs.

THE CASE OF "FURBER *v.* STURMEY."

The following passages are selected from the published letter of Mr. Serjt. Jones, Judge of the Clerkenwell County Court, to the Lord Chancellor, upon what he calls "the late extraordinary judgment" of the Court of Exchequer in the above case. The letter is dated 4th ult.:—

On the 4th of last June, an interpleader case of *Furber* v. *Sturmey* was tried before me, the amount of levy, 34*l.* 3*s.* 4*d.*, was then in court. The claimant was an auctioneer; the execution creditor a carpenter—both represented by attorneys. The property seized consisted of furniture, admitted to have been the execution debtor's; some of it was seen on his premises on the evening of the day judgment had been given against him. The claimant's case was, that the whole had been pawned by the execution debtor; that the duplicates had been brought to him by a relative of the execution debtor, long after the execution had been in the hands of the high bailiff; that he had redeemed them for the purpose of selling by auction, and they were seized in his rooms. There was nothing to show that this relative, from whom he had received the duplicates, was not acting as agent for the execution debtor, the only evidence adduced being the claimant's own account of what that person had told him, and this his attorney, Mr. Lewis, contended was sufficient! The case was fully heard and argued, and I determined it in favour of the execution creditor, on this total failure of evidence to support the claimant's case, promising to look at an irrelevant case cited by Mr. Lewis from some weekly periodical, not in court, before judgment should be finally entered.

As the claimant's attorney was leaving court he said something about an appeal, as attorneys frequently do after a defeat in the presence of their clients. But, from that time to the present, the claimant and his attorney have, in every particular, disregarded all the statutory provisions and rules of practice regulating appeals:

1st. They delivered no statement in writing under rule 139;

2nd. They did not give the notice required by 13 & 14 Vict. c. 61, s. 14, and by rule 141;

3rd. They did not give the security required by the same section, nor deliver the statement required by rule 144;

4th. They did not present a case to me for signature within the time required by rule 145, and never applied to me to extend that time under the discretionary power vested in me by the same rule.

I heard no more until the 26th of November, when, on the opening of the Court, the claimant's attorney, confessing his ignorance of the practice, appealed to my favour and indulgence for permission to present a case on appeal for my signature; I stated the impossibility of assisting him under the circumstances; that the sole ground of my decision had been the absence of all legal evidence; and that he had lost all right of appeal by neglect of the rules prescribed by statute; but, at length, out of consideration to him, and to get rid of his importunity, that I might proceed with the business of the day, I allowed him, in the full persuasion that his application was made with the concurrence of the other side, to leave the papers for me to look at on the rising of the Court, when I disposed of the application, by hastily writing at the bottom of the case, "The decision of the Court in this interpleader rested solely on the total absence of legal evidence on behalf of the claimant; it would be impossible, therefore, with every desire to relieve those who by delay have lost the power of appeal, to sign the case, even were the lapse of time not a fatal objection."

Had not either of those grounds appeared abundantly sufficient to justify my refusal, I might have added others. The case set forth no "dissatisfaction with the determination or direction of the Court in point of law, or upon the admission or rejection of evidence," which constitutes the sole grounds on which an appeal lies. It disclosed no miscarriage of justice; it admitted the absence of legal evidence on material points of the claimant's case; and it substituted for the truth an hypothetical case, incorrectly stating that I had drawn certain legal inferences, which I had not, but which, had I drawn them, could have led only to the same result.

The Court of Exchequer has long been the favourite resort of those whose complaints have had little more foundation in truth and in fact than the discomfort, in a county court, of some dishonest debtor, or the cupidity of some disreputable practitioner. The consequence has been certioraris, prohibitions, and motions against county court judges, causing a serious interference with the administration of justice, and a partial frustration of the design contemplated in the establishment of county courts. In Hilary Term last, a motion was made to rescind an order of one of the Barons, by which a case had been referred to a county court judge, and the Court actually compelled the learned counsel to alter the terms of his motion by substituting a rule to compel the county court judge to take the reference under pain of an attachment; and this rule of the Court's own suggestion, so substituted for the motion which the parties had come, by consent, into court to make, the Court of Exchequer subsequently made absolute, ruling, at the same time, to the astonishment of Westminster Hall, that an action by an incumbent to recover from his predecessor for dilapidations to the rectory house and chancel was "matter of mere account." *Cummins* v. *Birkett.*

Concurrently with the growth of this lamentable state of things, the course of legislation has tended to give to the individual judges of the three common law courts enlarged powers of a new and arbitrary, if not unconstitutional character, calculated to undermine and destroy the separate and independent character of the county court system, and insidiously to impair the authority, and destroy the independence, of the county court judges, by rendering them ancillary and subservient to those of Westminster Hall, and subject to their individual authority. The only instance to which I have now to direct your attention, is that given by the 43rd section of 19 & 20 Vict. c. 108, by which it was enacted, "That no writ of mandamus shall henceforth issue to a judge or an officer of the county court for refusing to do any act relating to the duties of his office; but any party requiring such act to be done *may apply* to any superior court, or a judge thereof, *upon an affidavit of the facts*, for a rule or summons calling upon such judge or officer of a county court, and also the party to be affected by such act, to show cause why such act should not be done, and, if after the service of such rule or summons, good cause shall not be shown, the superior court or judge thereof may, by rule or order, direct the act to be done, and the judge or officer of the county court, upon being served with such rule or order, shall obey the same on pain of attachment," &c.

The extension to all the courts of common law at Westminster of the remedy which, until then, could only have been attained by the prerogative writ of mandamus from the Court of Queen's Bench, was a beneficial step, of which no one can complain; but to invest a single puisne judge with such a power, to be exercised in the privacy of chambers, was a perilous experiment, calculated not merely to engender and foster feelings for which, unhappily, no stimulus was wanting, but also to lower in public estimation, if not to bring into contempt, the judges of the county courts.

I need scarcely remind any one, not entirely ignorant of the mode in which the chamber practice at Serjeants'-inn is con-

ducted, and who can appreciate what is due to a gentleman, of the indecency of exposing the county court judges to the indignity of being dragged thither on every occasion that a suitor, his attorney, or agent, dissatisfied with an adverse decision, chooses to rush to the Rolls-garden and take out a summons against the judge who pronounced it; and yet, thither, since this judgment, the county court judge must go in conflict with, possibly, the lowest attorneys and their boy-clerks, or incur the expense of professional assistance; and this, mayhap, on a point of practice peculiar to his own jurisdiction, with which it may, without offence, be asserted, that the judge before whom he has been summoned is not much better acquainted than the ignorant suitor or his not better informed representative, who are thus empowered to insult and degrade him. I have frequently heard the late Mr. Justice (John) Williams declare, that, if it ever came to be his turn again to act as vacation judge, he would resign his seat in the Queen's Bench rather than encounter the practice at chambers. If such be its nature for those who preside, it may be well conceived what it must be for the actual combatants; it is, in short, too well understood that there is no branch of the administration of justice which calls more loudly for a sweeping reform, and that there is scarcely a respectable attorney who would personally undertake that portion of any client's business.

Profiting by the power thus derived from this last enactment, the attorney of the claimant, who had taken nothing by his appeal ad misericordiam meam, resorted to the judges' chambers at Serjeants'-inn; and, on the afternoon of the 7th December, while presiding in my court, I was served with a summons from Baron Channell, dated the 2nd, requiring me to attend him at chambers the following day at 11 a. m., to show cause why I should not sign the said case. To the summons was affixed a notice, dated the 7th, that the applicant intended to appear by counsel.

There is no principle more clearly established than that, wherever a special statutory power is exercised, the person who acts, from the Lord Chancellor to a justice of the peace, is bound to bring himself within the terms of the statute, and the facts which gave the authority must be stated. Now, this summons on the face of it disclosed a want of jurisdiction; it was in the common form, as for further and better particulars in an action of assumpsit, &c., not stating that it was granted on reading an affidavit of facts, as required by the statute which substituted the proceeding by rule or summons for the writ of mandamus, but evidently had been, as I concluded at the time, and as I afterwards ascertained on inquiry, issued by the judge's clerk without an affidavit, and without having been even brought under his master's notice. Had I been disposed to obey it, the sitting of my own court on the 8th would have prevented me attending in person, and there was not time after my court rose on the 7th to admit of my seeing my attorney in order to instruct anyone to appear for me.

Feeling a strong assurance, that, so soon as the illegality of the proceedings were brought to the knowledge of the learned Baron, he would dismiss the particular summons, and that, before he issued another, he would require to be satisfied himself by an affidavit of facts that the applicant made out, at least, a primâ facie case against the county court judge to justify him in calling upon a judicial officer to show cause why he had refused to do an act relating to the duties of his office—in other words, that he would require the applicant to show that he not only had a matter of complaint constituting legal grounds for appeal, but that he had entitled himself to call on me to sign a case by conforming himself to the rules regulating appeals—I wrote a private note to the learned Baron to prevent my absence being attributed to any intentional disrespect, and I enclosed the summons and notice as an illustration of the manner in which the authority of the judges is abused by their clerks in the indiscriminate issue of summonses without the foundation required by law for the protection of the public; observing that, had the matter been brought before him, he would have seen that the case had been decided on grounds which admitted of no appeal, and that the applicant, even if he could have appealed, had disentitled himself to the right of doing so by a disregard of the rules of practice, adding that I could not admit the power of any judge thus to call on me to justify the exercise of a judicial discretion reposed in myself alone.

On the 14th December I was served with a copy of an order of Baron Watson, dated the 11th, by which he ordered me to sign the appeal case, "*the same having been agreed to by the attorneys of the parties*," and the would-be appellant, to give security for the costs of the said appeal.

The case was subsequently presented to me for signature, and I again refused.

Between the issue of the summons and the day of its return two affidavits appear to have been made, one by each of the attorneys who had appeared before me at the trial, and both were used before, and read by, Mr. Baron Watson.

A letter addressed to the registrar of my court, on the 29th of December, by the attorney who had appeared for the execution creditor, raises a strong presumption that the proceedings would not have been carried further had not the applicant's attorney met with encouragement from that learned Baron, who—instead of avoiding the invidious duty of sitting alone in judgment on another judge by referring them to the full Court, which, if the case required so much consideration, would have been, I submit, a preferable course, it being then vacation, and no further steps could be taken before term—took the papers home on the 8th of December, and on the 11th announced at chambers that he had consulted his brother judges, and should make the order prayed for, as they considered the 14th section of the 13th & 14th Vict. and the 145th rule were for the protection of the respondent, and he should therefore make the order for the judge to sign!

Down to this point I had regarded each step as a bold attempt to intimidate me to sign the case; surprised as I was, I had no conception that they would have the temerity to proceed further. I therefore abstained from incurring the trouble and expense of a motion to set aside the summons and order thus irregularly, and, as I then thought, and still contend, illegally obtained.

The parties, however, having thus secured the sanction of two learned Barons, and the alleged sanction of others, to their proceedings, so fortified, applied in the following term to the Court of Exchequer for a writ of attachment, and on those two affidavits alone (with others of service) the Court, consisting of the same Barons who had issued the summons and had made the order, namely, Channell and Watson, with Mr. Baron Martin and the Chief Baron, granted a rule nisi for an attachment against me for disobeying the order of Mr. Baron Watson, notwithstanding the affidavits admitted most of the irregularities I have enumerated, and positively negatived the agreement alleged in the said order.

It now became necessary to resist such an attack on the independence of a judge, and I placed myself in the hands of my professional advisers, and I directed them to employ a short-hand writer.

On my counsel attempting to show cause on the last day of Hilary Term against this rule, the Court would not allow him to go into the merits of the case, but suggested and recommended that he should move, on the same affidavits, for a cross rule to show cause why the summons, service, and order should not be set aside, the arguments on both rules to come on together in Easter Term. In vain my counsel protested, pleading the hardship of imposing the additional expense of a second rule on a judge who had acted in strict pursuance of the Acts of Parliament and the rules of practice by which he is bound, and that, had he acted otherwise, he would have acted in violation of his duty; the Court persisted in refusing to hear him, and in requiring him, if he desired to go into the merits, to move as *suggested*, while Mr. Baron Martin, intimating what the result would be, gave him the caution, "*You had better consider whether you take it;*" and before it was finally so arranged, the same learned judge proceeded to read a lecture to county court judges in general, and to deliver a strong opinion, if not judgment, on another case which had not yet been argued, until checked by Mr. Bovill expressing "*a hope that his Lordship would not prejudge it.*"

On the 7th of May the two rules came on for argument; the proceedings on both days are set forth in the short-hand writer's notes. I will only observe, that my counsel brought before the Court the various objections, fatal alike to the right of the claimant to an appeal, to the summons issued without affidavit, or a suggestion that there had been any failure of duty on my part, and to the order made with a full knowledge of these defects.

The Court pronounced no judgment at the time, but on the 25th of May they delivered a considered one. [See 6 W. R. 625].

The defendants in the action of ejectment, *The Earl of Shrewsbury* v. *Hope Scott and Others*, which had been set down for trial at the ensuing assizes for this county, applied on Thursday last to a judge at chambers to change the venue from Stafford to Middlesex. They made their application on the ground that the Mayor and corporation of Stafford had lately presented Lord Shrewsbury with a congratulatory address, and that this proceeding on their part might be looked upon as an index of the popular feeling in the county. They urged further, that,

owing to this feeling, the defendants would not be fairly treated by the jurors, and that personally they might meet with contumely from a mob. The application was opposed on the part of the Earl of Shrewsbury, and ultimately the judge was induced to change the venue to Liverpool, so that this important trial will come on at the ensuing assizes in that town.—*Wolverhampton Chronicle.*

Owing to the advanced state of the session the Lord Chancellor is unable to introduce the new measure of bankruptcy reform lately promised in the House of Lords. He has, however, determined that some alteration shall be made forthwith, and, availing himself of the powers possessed under the present Act, his Lordship has prepared a new series of rules and orders, by which the present fees payable to solicitors, official assignees, accountants, messengers, and brokers in bankruptcy, will be greatly reduced.—*Times.*

A recent parliamentary return gives the names and salaries of officers of the law in India. Chief Justice Colville (India) receives a monthly salary of 6945 rupees; his two puisne judges, Sir A. Buller and Mr. Jackson, receive 5209 rupees a-month, and Mr. W. Ritchie, the Advocate-General, receives 3448 rupees a-month. Chief Justice Rawlinson, at Fort St. George, receives 5000 rupees a-month, and his puisne judge, Sir A. Bittleston, 4166 rupees. Chief Justice Sir H. Davison, at Bombay, receives the same salary (5000), and Sir M. R. Sausse, the puisne judge, receives 4166 rupees a-month. All the judicial officers, with one exception, belong to the English (and not to the Irish) bar. That exception is Sir M. R. Sausse.

The offices of Dean of the Arches and Official Principal of the Arches' Court have been conferred by the Archbishop of Canterbury on the Right Hon. Dr. Lushington. The functions of the Dean of the Arches are now merely nominal; but the Official Principal of the Arches' Court is the Judge of the Court of Appeal of the Province of Canterbury. The Court of Appeal was formerly held in Bow Church, or the Arches' church *(Sancta Maria de Arcubus)*, and hence it derived its name of the Arches' Court, which accompanied it when the seat of judicature was transferred to the Common Hall of the College of Advocates in Doctors' Commons. It is reported that Dr. Travers Twiss will succeed Dr. Lushington as Chancellor of the Diocese of London.—*Times.*

Between 1848 and 1857 there were in the Central Criminal Court 78 prosecutions for the forgery of Bank of England notes, and 1814 for making or uttering base coin. In England and Wales the number of prosecutions for coining in the above 10 years amounted to 4874, or 487 4-10 on the average per annum. In the five years 1847-51 there were 3373 prosecutions for offences against the currency and forgery in England and Wales, including 844 cases of forgery, and 2351 of uttering base money. In Scotland there were 570 coining cases between 1848 and 1858.

The wife of Mr. J. C. Welford, solicitor, of Monkwearmouth, who it was stated in the *Times* of Monday had been dreadfully burnt by her muslin dress taking fire, is dead.

Charles Baillie, Esq., Solicitor-General, has been appointed Lord Advocate for Scotland, in the room of Mr. Inglis, appointed Lord Justice Clerk.

Mr. F. S. Streeten, barrister, has been elected poor-law auditor for St. Pancras by a very large majority. Mr. Streeten is a member of the burial board, but will now resign that position.

David Mure, Esq., advocate, has been appointed Solicitor-General, in the room of Mr. Baillie.

Recent Decisions in Chancery.

SOLICITOR—PARTNERSHIP—DISSOLUTION—GOODWILL.

Austen v. *Boys*, 6 W. R. 729.

This was an appeal from a decision of the Master of the Rolls, reported 3 Jur., N. S., 1285; s. c. 27 L. J., Ch., 247. The question was as to the effect of articles of partnership under which the plaintiff and defendants had carried on business as solicitors. On 15th August, 1838, the plaintiff became a member of the firm, which previously consisted of Messrs. Forbes, Hale, and Boys. By the 8th of the articles then entered into, Forbes was to be at liberty to introduce the defendant Tweedie into the business. Forbes soon afterwards retired. On 24th July, 1846, Hale, Boys, and Austen, entered into fresh articles of partnership for seven years from 1st September then next. By the 11th article, any partner or partners had power to retire, "and in that case the continuing partners, or partner, to pay such retiring partner or partners for his or their interest, and share, and goodwill in the business, the fair marketable value thereof; but such retiring partner or partners not to practise, either directly or indirectly, within 100 miles from the General Post Office, and use his best endeavours to promote the interests of the remaining partners." Hale died in 1848. In September, 1849, Tweedie was introduced into the partnership, and, by a memorandum of that date, it was provided that from 1st September, 1850, Tweedie should take one-fifth of profit and loss of the business until 1st September, 1853, from which date he was to share equally with the other partners. The partnership to continue for ten years from 1850. A clause was added that "in case of the death or retirement before 1st of September, 1853, of either of the senior partners, his two-fifths to be divided into thirds, of which the surviving senior partner is to take two-thirds, and Mr. Tweedie one-third." This memorandum was signed by the defendants, Boys and Tweedie. It was also signed by the plaintiff, but with the qualification that, so far as Mr. Tweedie's share and position was fixed by the memorandum, he agreed to it; but as between Mr. Boys and himself without prejudice to the articles of 24th July, 1846, the stipulations of which were still to remain in force. On 29th August, 1853, two days before the expiration of the term settled by the articles of 24th July, 1846, the plaintiff gave notice to dissolve the partnership on the following day; The question was, whether the plaintiff was entitled to be paid on his retirement, under the 11th clause of the articles of 24th July, 1846, for the goodwill of the business, and, if so, how much?

It was decided by the Master of the Rolls that the defendant Tweedie was not bound by the articles of 1846. As between the plaintiff and the defendant Boys these articles remained in force, but so far modified by the memorandum of 1849 as was necessary to give Tweedie his full interest in the partnership. Taking, then, the articles and the memorandum together, it seemed impossible to hold that the clause for retirement could have any operation after the 1st September, 1853. The result was, that the plaintiff was entitled to be paid by Boys for the value of his share, not in perpetuity, but for the residue of the term unexpired at the date of the dissolution, that is, for a single day. It was remarked by the Master of the Rolls that the plaintiff and Boys had occasioned this litigation by their reluctance in September, 1849, to come to a definite arrangement. It deserves notice that, upon the death of Hale on September 21, 1848, Austen and Boys paid to his representatives, under a provision in the articles of 1846, "a sum equal to half what a retiring partner would be entitled to as the value of his share of the business," and such sum was fixed by arbitration at £3000. Upon the same principle of calculation, and adopting the plaintiff's view, that he was entitled to be paid for the value of his share in perpetuity, Boys would have been liable to pay the plaintiff £6000; but he must have shared with Tweedie the interest thus acquired, although the latter was not bound to contribute one farthing towards the purchase. This consideration was relied upon as establishing that Tweedie was affected by the articles of 1846, but the Master of the Rolls held otherwise.

The Lord Chancellor entirely agreed with the Court below, and dismissed the appeal with costs. He remarked upon the inapplicability of the term "goodwill" to the practice of a solicitor. The goodwill of a trade means the sum which any one would give for the chance of keeping the trade at the place where it has been carried on. But the business of a solicitor has no local existence. It is entirely personal, depending upon the confidence reposed in his integrity and ability. Specific performance could not be decreed of a mere agreement without more to sell the goodwill of such a business. But this term, as used in the agreement of 1846, was capable of a definite meaning. The operation of the 11th clause, however, must be confined within the limit of time embraced by that agreement. It had been argued that the stipulation as to not practising being indefinite, and therefore extending to the whole life of the retiring partner, was inconsistent with the narrow operation thus assigned to the 11th clause. But it was answered by the Lord Chancellor that the consideration for this stipulation was not merely the benefit to be obtained on retirement, but the whole of the partnership agreement.

PENSION FOR WOUNDS, ASSIGNMENT OF—INJUNCTION.

Knight v. *Bulkeley*, 6 W. R. 610.

There are some subjects which, on grounds of public policy, cannot be assigned; such are the full-pay and the half-pay of an officer in the army. A man may always assign a pension given

to him entirely as a compensation for past services, whether granted to him for life or during the pleasure of others; but where the pension is granted not exclusively for past services, but as a consideration for some continuing service, although the amount of it may be influenced by the length of services already performed, such pension is not assignable. The defendant in the above case was formerly a major in the army. A pension of £100 had been granted to him by the Crown in consideration of wounds, such pension being expressed in the warrant granting it to be payable "until further order." The defendant, in consideration of a sum of money, assigned this pension to the plaintiff to secure payment of an annuity, and the indenture of assignment contained a power of attorney to receive the pension, and a covenant by the defendant to do all necessary acts to enable the plaintiff to receive the same. The War Office refuses to recognise assignments of such pensions, and will pay only to the grantee or on his power of attorney, in a form appointed by the office, and revocable by the maker of it. The defendant, besides the power in the deed, gave to the plaintiff a power of attorney in the required form, and certain payments were made to him thereunder. Afterwards the defendant revoked the separate power of attorney, and himself received the pension. A form of declaration issued by the Paymaster-General must be filled up and signed by the grantee applying for payment of a pension. At the foot of this form are the words, "This allowance cannot be assigned as security for a loan of money." The case came on upon motion for an injunction and receiver. It was not contended that any ground of public policy prevented the assignment of the pension. The only doubt arose from the note on the form of declaration. If this restriction had been mentioned in the grant itself, *Stuart*, V. C., thought there would have been an end of the plaintiff's case. But the grant was not for life, but only "until further order," and might be stopped by the Crown. The Court had only to decide between the parties, and it would not allow a breach of covenants relating to the enjoyment of property assigned for valuable consideration. An injunction was granted to restrain the defendant from receiving the pension, and from executing any power of attorney authorising any person other than the plaintiff to receive it. No order was made for a receiver.

PUBLIC COMPANY—RIGHTS ACQUIRED BY THE PERMITTED ENJOYMENT OF LAND.

Somersetshire Coal Canal Company v. *Harcourt*, 6 W. R. 670.

We noticed this case, ante, p. 86, and took occasion to review briefly, in connection with it, the leading cases which have established the doctrine of equity, that he who stands by and encourages an act cannot afterwards complain of it, or interfere with the enjoyment of that which has been produced by the acts he has permitted. The case had been then recently before the Master of the Rolls, whose judgment, reported 6 W. R. 96, was now the subject of appeal to the Lord Chancellor. So far as the bill asked for a conveyance from the defendants to the company, of the lands taken by the latter for their works, Lord *Chelmsford* agreed with the Master of the Rolls, that the plaintiffs' case entirely failed. Neither the original award of commissioners, nor the subsequent transactions between the parties, amounted to a distinct contract for purchase of the lands But his Lordship held that the company were not precluded by the lapse of time (about sixty years) from now acquiring the lands under the compulsory clauses of their Act. The defendants, however, claimed, in the meantime, to treat the company as tenants from year to year, and to act upon the notice to quit which they had given. But the Lord Chancellor pointed out that the company had converted Earl Waldegrave's lands to the purposes of their canal, to which they were absolutely necessary, and had used them day by day for this object without any attempt on his part to disturb them, he well knowing that, if such attempt were made, they could compel him to sell them the lands. The case came within the principle to which we have referred above. The defendants could not, after thus lulling the company into security and confidence, and preventing their exercise of the powers which they possessed by law, suddenly turn round upon them and attempt to remove them from the lands which they had enjoyed for so many years.

Cases at Common Law specially Interesting to Attorneys.

LIABILITIES OF TRUSTEES OR COMMISSIONERS OF PUBLIC WORKS.

Ruck v. *Williams*, 6 W. R., Exch., 622.

We had lately occasion to examine into some cases in which have been recently discussed the liabilities of trustees, or commissioners, of public works. It will, therefore, be sufficient to say that the case under discussion is one which should be read in connection with that of *Gibbs* v. *The Trustees of the Liverpool Docks* (1 H. & N. 439; 6 W. R., Exch. C., 361).* In this case, it will be remembered, the trustees were sued by the plaintiff, as the owner of a ship, which had received damage from mud allowed to accumulate in the docks; and it was held that they were liable to such an action, notwithstanding their fiduciary character, inasmuch as they received tolls for the purpose of keeping the docks in order. In the present case certain town commissioners were sued through their clerk, by the owner of some baths which had been damaged by a flood which took place while the sewers, under the superintendence of the defendants, were under repair. In addition to the cases to which we referred in our notice of *Gibbs* v. *The Trustees of the Liverpool Docks*, two other recent decisions influenced the Court in the case under discussion, viz. *Ward* v. *Lee* (7 Ell. & Bl. 426), and *Itchin Bridge Company* v. *Southampton* (6 W. R. 223). And these were used as authorities for the proposition that public trustees and commissioners are liable (where they are entitled to reimburse themselves out of rates), for all acts done by them in the course of the works which are authorised or required to be performed by their statutes.

TAXATION OF COSTS—WITNESSES ARRIVING TOO LATE.

Standeren v. *Murgatroyd*, 6 W. R., Ex., 625.

This was an application on the part of the plaintiff for a rule to review the taxation of defendant's costs, and disallow (contrary to the Master's decision) certain of the items therein. It appeared that there had been another action arising out of the same transaction, in which the respective positions of the above parties as plaintiff and defendant were reversed. The two causes stood together for trial at the London sittings, but when called on the witnesses of Murgatroyd were not forthcoming, and the cases were then referred. The ultimate result was an award in favour of Murgatroyd, and Standeren had to pay the costs of the causes, amongst which were charged those for Murgatroyd's witnesses at the sittings. Standeren now insisted, on the authority of the case of *Fryer* v. *Sturt* (16 C. B. 218), that he was not liable to pay these costs. In that case it was held by the Court of Common Pleas that the expenses of a witness who did not arrive at the assize town till the evening of the day on which the cause was referred, but whose attendance would have been probably in time had the cause been regularly tried in its order, could not be charged among the costs in the cause against the unsuccessful party in the reference. In the case under discussion, however, the Court of Exchequer refused to disturb the Master's decision, saying, "without wishing to differ from the Court of Common Pleas, we think that these costs ought to be paid."

COUNTY COURT JUDGES, LIABILITY OF TO AN ATTACHMENT FOR DISOBEYING JUDGE'S ORDERS.

Furber v. *Sturmey*, 6 W. R., Exch., 625.

Of the facts of this case—so important to the position of the county court judges as to have given rise to a formal representation concerning it to the Home Secretary by an influential member of the House of Commons—the following is an outline:—An interpleader summons had been taken out in a district county court, on which judgment was given. This was in June, and notice of appeal therefrom was, within the proper time, given between the parties; but no case was presented to the judge for his signature till the following November. The judge then refused to sign the case, on the ground that the proper time for calling on him to do so had elapsed, and that there was no point of law to be stated—his decision having been grounded on the claimant's having given no evidence in support of his claim. Upon this, a summons was taken out at chambers calling on the county court judge and the respondent to show cause why the case should not be signed. This summons was taken out under 19 & 20 Vict. c. 108, s. 43, which provides that thenceforth no mandamus shall issue to a judge or officer of the county court for refusing to do any act relating to the duties of his office; but that any party requiring such act to be done may apply to a superior court or a judge upon an affidavit of the facts for a rule or summons calling on the judge or officer of the county court, and also the party to be affected by such act, to show cause why such act should not be done; and that, if after service of such rule or summons good cause should not be shown, the superior court or judge thereof may by rule or order direct the act to be done,

* Sup. p. 436.

and the judge or officer of the county court, upon being served with such rule or order, shall obey the same on pain of attachment. In the case under discussion, the summons under this section was taken out without affidavits, but they were filed before the hearing. At this hearing the county court judge (who had been duly served with the summons) failed to attend; whereupon an order was made on him by the judge at chambers to sign the case, and this order also he neglected, and, in fact, refused to obey. The matter being brought before the Court of Exchequer, it was now urged in behalf of the county court judge—1, that he was originally right in refusing to sign the case, both because it was presented to him too late, and also because no point of law was involved; and 2, that the summons at chambers having been originally taken out without any affidavits, both it and all proceedings taken thereon were void. As to this last objection, however, the Court of Exchequer held that at most it disclosed an irregularity, and that the jurisdiction of the superior court or judge, under the section above referred to, was complete without the affidavit therein mentioned; and as to the liability of the county court judge to have the rule for an attachment against him made absolute under the circumstances, the Court had no doubt whatever. They contented themselves, however, with making him pay the expenses, and allowed the attachment to stand over till a correct case could be by him signed, such case to be settled if necessary at chambers by the aid of both parties to the appeal; and it was intimated that nothing further would be done in the matter of the attachment, if the county court judge shewed himself no longer contumacious. It is not a matter for surprise that the county court judges and their friends should be in arms against this case, which materially affects their dignity, and places them in fact under the immediate superintendence of each of the fifteen judges. The proceeding by way of mandamus, which was abrogated with regard to the county courts by the provision in question, was a very different thing. That process (even supposing that since the Common Law Procedure Act, 1854, it could, for such a purpose as compelling a county court judge or officer to perform his duty, have been sued out of *either* of the three courts, a question as to which there may be room for doubt), was truly described by the Chief Baron in his judgment in the case under discussion, as being "both costly and tedious." The present practice is certainly neither one nor the other; and we think that any change tending to make the county court judges more independent of the superior courts should be received with much jealousy.

INFLUENCE OF ATTORNEY IN THE PREPARATION OF A WILL.

Haddock v. *Trotman*, 1 Fost. & Fin. 31.

In this case the validity of a devise was disputed on the ground of its having been obtained by fraud and undue influence. The question was in effect, whether the circumstance of the devise (made by the testatrix a month before her death, and while very ill) being in favour of the mother-in-law of the attorney by whom the will was drawn, was sufficient to upset it; and this a jury twice determined in the affirmative—the case under discussion having, it seems, been twice tried on the same evidence and with the same result. The proposition above laid down arose in an action of ejectment, and the property which was the subject of it had been devised in two moities, one to A., and the other to B., the mother-in-law of the attorney. The judge ruled that there might be a verdict supporting the devise as made with "a sound and disposing mind," so far as regarded the moiety to A., and *without* such a mind so far as regarded the moiety to B.; and this ruling was supported by the Court.

PROOF OF COUNTY COURT PROCEEDINGS, IN INDICTMENT ARISING THEREOUT.

Reg. v. *Rowland*, 1 Fost. & Fin. 72.

In an indictment for perjury, alleged to have been committed on the hearing of a plaint in a county court, it was proposed by the prosecutor to prove the county court proceedings *viva voce* by the assistant clerk of the court, but it was objected that the proper and only mode of proving them was by producing the clerk's book, or a copy with the seal of the Court, and purporting to be signed and certified as a true copy by the clerk of the court, as pointed out by 9 & 10 Vict. c. 95, s. 111. This objection was sustained by Mr. Baron *Bramwell*, and in so ruling he observed, "This is a penny wise and pound foolish result of the new scale of allowances. If counsel's opinion on the evidence to be adduced could have been taken before this case came here for trial, the proper evidence would have been forthcoming, but the expense attending that course would not, I suppose, have been allowed; and, therefore, in order that there may not be a miscarriage of justice, this case must be adjourned until to-morrow, and in the meantime the proper certificate must be sent for."

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

The Exchequer Nisi Prius Court has been for four entire days engaged in the trial of *Beamish* v. *O'Brien*, an action against an attorney for negligence. The plaint averred that Mr. S. H. Beamish and others were petitioners in a suit in Chancery, and retained Mr. Octavius O'Brien, the defendant, to conduct it with skill and diligence; and that, contrary to his duty, &c., the defendant did not set down the petition for hearing within the proper time, in consequence of which it was dismissed with costs; also that by reason of such delay the plaintiffs had lost their right to the sum of £3000, then standing in the Incumbered Estates Court. To these averments the defendant pleaded that he had conducted the suit diligently; and that he had been dismissed from his retainer before the petition ought to have been set down for hearing; and that he did not thereafter act as the plaintiffs' solicitor. The issues for the jury to try were, whether the defendant had properly conducted the petition matter; whether by defendant's neglect it had been dismissed with costs; and lastly, whether the special defences were true. Damages were laid at £3000.

O'Hagan, Q. C., *Ball*, Q. C., and *Kelly*, appeared for the plaintiffs; *M'Donough*, Q. C., and *Sullivan*, Q. C., for the defendant.

It appeared that the plaintiffs were, with one exception, minors, and were largely interested in a family estate, which had some years since formed the subject of a suit in Chancery, in which the Provincial Bank were plaintiffs. The demand of the bank was not paid in the suit, for a petition was afterwards filed in the Incumbered Estates Court to make available against the estate a decree obtained in Chancery. On looking into the matter, the First Commissioner of the Incumbered Estates Court intimated, as his opinion, that there had been a miscarriage in the Chancery suit, and that the decree had been improperly obtained. An order was then made, staying proceedings towards a sale of the estate, and authorising the Beamishes to proceed in Chancery to obtain a reviewal and reversal of the decree. In May, 1857, a petition was filed (under the new practice) for this purpose; and a month afterwards, an affidavit in reply was filed on behalf of the bank. Opinions of counsel were then obtained, but no further step was taken in the suit; and as the rule of the Court requires every petition to be set down for hearing in or before the second term after the filing of the answering affidavit, on pain of dismissal, at the end of Michaelmas Term, the petition not having been set down for hearing stood dismissed. Thereupon the first decree was acted on, and the funds paid away without regard to the alleged rights of the present plaintiffs; and this action was brought for the purpose of making Mr. O'Brien, their solicitor, responsible for the loss consequent on the non-prosecution of such petition. — The principal witness for the plaintiffs, Captain Beamish, their father, on cross-examination admitted that, during Michaelmas Term, he had on their behalf employed Mr. Wilkinson, another solicitor, in the suit; but he denied that, in so doing, he had taken the conduct of it out of the hands of Mr. O'Brien.—The defendant's case was, that he had been in fact superseded as the solicitor in the suit; and that certain opinions of counsel, taken by him, were so adverse to the case that there did not appear to be the slightest prospect of its being carried to a successful issue.—Mr. Lawson, Q.C., was examined for the defendant, and his evidence went to prove, that, having been consulted in the progress of the suit, he had advised that the petition, if brought to a hearing, would be dismissed with costs. He further deposed, that the defendant had used all proper diligence and skill throughout the affair.—Other witnesses examined on behalf of the defendant proved, that, during the Michaelmas Term referred to, he had informed Captain Beamish that counsel's opinion was adverse to the prosecution of the petition; and that, consequently, he did not feel justified in proceeding with it. It appeared, moreover, that the defendant had more than once warned Beamish that the petition would fall to the ground, unless prosecuted before the next term.

The CHIEF BARON charged the jury, who, after a short consultation, found for the defendant on all the issues. His Lordship, after the announcement of the verdict, said, that as it would not now affect the plaintiffs' case, he felt himself at

liberty to say, that, in his opinion, Mr. O'Brien need not yield to any member of his profession in diligence, fidelity, or talent.

ROLLS COURT.

Macrory v. *Belfast Customs.*

On Saturday, *Brewster*, Q. C., moved, on the part of Mr. A. J. Macrory, a solicitor, that certain bills of costs which had been taxed and certified by Mr. O'Dwyer, the Taxing-master of the Court, might be referred back to him to be reviewed in respect of the taxation of certain items. The question was as to the right of Mr. Macrory to costs under the 82nd section of the Lands Clauses Consolidation Act. It appeared, that, in the year 1853, the commissioners of the Belfast Customs purchased, under the provisions of their Act of Parliament, certain land, the property of Mr. Macrory, for the sum of £3020, which sum was awarded on arbitration. Mr. Macrory furnished to the Solicitor to the Customs an abstract of title to the land, also copies of the deeds requisite to verify it; and after a delay of fifteen months the commissioners were advised by their counsel that there were certain defects of a technical character in the title, which should be removed before payment of the purchase-money. Instead of furnishing Mr. Macrory, the vendor, with a copy of this opinion, and calling on him to take steps to remove the defects complained of (which he had subsequently done), they applied to the Court in December, 1854, and obtained an order for the investment of the purchase-money. An order of reference was then obtained to the Master of the Court, who subsequently reported that Mr. Macrory had made out a good title, and was entitled to the stock, which was in consequence transferred to him. The Master of the Rolls having made an order directing taxation of the vendor's costs, the Taxing-master was of opinion that the section of the Act which provided that all the costs incurred by the vendor in deducing title, &c., should be borne by the promoters of the undertaking, did not apply to the case where the purchase-money had been lodged in court. The vendor's counsel now contended that he was clearly entitled to all costs so incurred—otherwise a public company, after putting the owner of the property to expense in furnishing his abstract of title, copies of deeds, &c., might, by lodging the money in this court, evade payment of the costs which the Legislature intended should be paid. The application was not opposed.

The Master of the Rolls said, that the Taxing-master was right in his construction of the order for taxation, which referred only to costs incurred under the 80th section. In making the order for taxation he had followed the words of the notice of motion; and he did not wish that the taxing officers, whose duties were ministerial, should have any trouble in deciding what costs were to be taxed. As a good title had been made out by Mr. Macrory, it would be an injustice to him if, by lodging the money in court, the purchasers could deprive him of his costs. He would therefore amend the order for taxation, by directing the costs to be taxed under the 82nd section.

EDINBURGH.—(*From our own Correspondent.*)

On Tuesday last, the Lord Justice Clerk, the Lord Advocate, and the Solicitor-General, presented their respective letters to the Court; the two last were sworn in, and the former, according to ancient custom, took his seat in the Outer House as Lord Probationer, for the purpose of hearing cases and reporting them to the Inner House, with his opinion, which ceremony, for it is now nothing more, took place in the afternoon. His Lordship then sat in the Inner House, and heard a case and stated his opinion upon it in like manner. Yesterday, his trials being over, he was introduced to the Bench by the Lord Justice-General in words somewhat like these—Your Lordship will take your seat on the bench as Lord Glencorse, and as Lord Justice Clerk your place is on the right hand of the chair. With regard to these remarks, it may be explained that the late Lord Advocate now sits in the Court of Session (the Civil Court) as President of the Second Division, under the title of Lord Glencorse, and in the Court of Justiciary (the Criminal Court) as Lord Justice Clerk, which title he always receives, except in the formal sederunt book of the Civil Court.

By his Lordship's elevation to the bench, the office of Dean of the Faculty of Advocates has become vacant. This office is one of high honour, and is particularly prized, because it is purely elective, the whole right of appointment being in the body of advocates. There is no emolument attaching to the office, but it confers precedence. The Dean has always claimed precedence over the Lord Advocate and the English Attorney-General, but this claim has never been admitted, and has never been pressed. The right of the Dean to lead the Solicitors-General of England and Scotland has, however, always been conceded in the House of Lords. There was at one time every probability of a strong contest for the honour between Mr. Graham Bell, who has been long eminent as a lawyer, and the Whig Lord Advocate Moncreiff; the supporters of the former have probably found, however, that they could not secure his election, and his name has accordingly been withdrawn; Mr. Moncreiff will, therefore, be elected Dean on Saturday without opposition. The appointment is made apart altogether from political considerations; had it been otherwise, Mr. Moncreiff's chance of success would have been very problematical.

No appointment has yet been made to the vacant sheriffship of Perth, which is generally looked upon as a step to the bench. Some new names have been mentioned of lawyers with political influence perhaps, but entirely out of practice. I have no belief that Government will venture to appoint any of these men, and feel satisfied, as I stated formerly, that if Mr. Boyle's claims are not regarded as too strong to be overlooked, the appointment will be given to Mr. Edward Gordon, the senior Advocate Depute.

Your readers may, perhaps, take some interest in the following case in the Jury Court:—

JURY COURT.

(Before Lord ARDMILLAN.)

Mackenzie, Innes, & Logan, W. S., v. *Wm. M'Murray.*

In this case, which occupied Lord Ardmillan and a jury three days, the pursuers were the firm above mentioned, and the defender was Mr. William M'Murray, papermaker, of 39, Queen-street, Cheapside, London. The issues were as follow:—

"1. Whether the pursuers performed the business and made the disbursements set forth in the accounts libelled on, or any part thereof, under the employment of the defender, William M'Murray, individually, or jointly with his brother, James M'Murray? and, whether the said defender is indebted and resting-owing to the pursuers in the sum of 959*l.* 15*s.* 5*d.*, as the balance due on the said accounts, or any part of that sum, with interest from the date of citation in the present action?" Or,

"2. Whether the defender held himself out as responsible for the said accounts and disbursements, in whole or in part, and permitted the pursuers to perform the said business and make the said disbursements on the footing of such responsibility? and, whether the said defender is indebted and resting-owing to the pursuers in the said sum of 959*l.* 15*s.* 5*d.*, or any part of that sum, with interest thereon as aforesaid?"

It appears that in April, 1850, the firm of Cameron & Co., papermakers at Springfield Mills, Lasswade, were in serious difficulties. They had conveyed the whole property of the firm in security to the Union Bank, and there were bills to a large amount then current against them and on the point of becoming due. At this stage, Mr. William M'Murray, the London agent of the firm, and who took the greater part of the paper manufactured at the mill, realising therefrom a very profitable commission, interposed his personal security for the company to the extent of £45,000, on the condition that his brother, James M'Murray, should be assumed as a partner of Mr. Cameron in the place of Mr. Pender, who was to withdraw. The stipulation was made that the two partners of the new firm should draw according to the means or profits of the concern, but not exceeding £1500 a-year each. During two years Mr Cameron, it would seem, drew to the full extent of his allowance; but disputes had by this time arisen, as to whether he was entitled to so much, and an accountant was employed under judicial sanction to investigate the accounts of the firm; and, until this accounting was finished, and on the representation that the concern had no funds, the Messrs. M'Murray resisted, or rather compounded with Mr. Cameron's demands, Mr. W. M'Murray having meantime paid him to account, but from his own pocket, the sum of £302. The present pursuers had from 1847 to 1850 been employed by Mr. Pender in occasional law business, and in April, 1850, had been engaged by Mr. Cameron to aid in the arrangement with Mr. M'Murray; but, on the interests of the two partners becoming separate, Mr. Cameron personally had employed another agent, and the pursuers continued to act nominally for the firm, but practically for the interests of James M'Murray, and consequently of his brother. A great deal of correspondence and conference took place, in order to bring matters to an amicable termination; but these efforts were not successful, and at length an action was raised by Mr. Cameron

to enforce his demands. The present pursuers having some hesitation to act against Mr. Cameron in a litigation, Mr. M'Murray employed Mr. Cook, W.S.; but after a time, and, as was alleged, on the solicitation of the defender, the pursuers agreed to take up the case, and accordingly lodged defences in the name of James M'Murray. Another litigation was at the same time going on with Mr. Allan, tenant of Fairliehope, on Mr. Cameron's estate of Glenesk, which was decided against the firm, and large expenses were incurred. The lawsuit with Mr. Cameron went on, and resulted in a remit to Mr. Barstow to examine the books of the old and new company, and in an order for an interim payment of £500 to Mr. Cameron. Through some years matters went on, the partners being still at issue, and ultimately a petition was lodged by Mr. Cameron for the appointment of a judicial factor on the estate, when on the day —14th June, 1856—the answers were due, the company were sequestrated on a bill at one day's date for £7000, drawn by Mr. William M'Murray, and indorsed to Dobbs, Kidd, & Co., London, who became concurring creditors in the sequestration. When James M'Murray was examined in bankruptcy, it appeared that his estate only amounted to £162, being the value of his household furniture, he having personally brought no capital into the concern, while Mr. Cameron's estate and the property of the firm had been assigned to the bank. In January, 1857, the pursuers lodged an account of their law charges, both to the trustee on the sequestrated estate and to the defender, with an intimation that they held him jointly liable. Their account from the commencement of the lawsuit to the sequestration amounted to 1285*l.* 11*s.* 3*d.*, towards which £150 had been paid to account in July, 1854, and the pursuers had recovered a balance of rents from Mr. Allan amounting to 285*l.* 11*s.* 3*d.*, which they had been allowed to retain, reducing the balance to 959*l.* 15*s.* 5*d.* Of the above expense, about £520 had been incurred in connection in the litigation with Mr. Allan.

The oral evidence was somewhat conflicting in character, direct employment being distinctly alleged by Mr. Logan, who deponed that the whole proceedings had been conducted on the footing of Mr. W. M'Murray's liability, the more particularly that the firm was insolvent, and James M'Murray's interests at stake were merely nominal. The defender, on the other hand, denied that he had given them to suppose that he held himself liable, or that he had so acted as to incur or infer personal liability on his part. The voluminous correspondence and documents lodged in process was founded on in both sides, by the pursuers as showing that the defender was the leading, controlling, and directing party in all the proceedings, and by the other, that he simply acted as the friend and adviser of his brother.

The jury, after being enclosed for two hours and a half, brought in a verdict for the defender on both issues.

Counsel for the pursuers—Mr. *Moncrieff*, Mr. *Brown*, and Mr. *Marshall*, advocates. Agents, themselves.

Counsel for the defender—Mr. *Gordon* and Mr. *Adam*. Agents, Messrs. *A.* & *A. Campbell*, W.S.

Professional Intelligence.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 14th inst.

The sub-committee appointed on the 12th of May reported that, pursuant to the resolution of the managing committee of the 9th of June, they had sent a copy of the following circular to every member of the association:—

Metropolitan and Provincial Law Association,
8, Bedford-row, W.C., June 26, 1858.

SIR,—You are aware, from previous communications from this committee, that some members of the managing committee of this association, in the year 1855, united with a considerable number of their professional brethren, several of whom are not members of the association, in a scheme which had long been contemplated, and which assumed a practicable shape at the provincial meetings of this association at Birmingham in 1855, and at Liverpool in 1856, to expand the old *Legal Observer* into a journal capable of more adequately and completely representing all the varied interests of the great body of solicitors throughout the kingdom, and placing it under the control of a mixed body of London and provincial solicitors.

The misrepresentations, of which the establishment of the paper, on its new footing, was immediately made the subject, appear, unfortunately, to have affected, to some extent, the cordiality which had happily subsisted, since the establishment of this Association, between London and country solicitors, and which it has been one of the chief objects of the association to maintain.

The committee have already taken some pains to expose the misrepresentations to which they have been subject, and to explain to their professional brethren the true state of the case; and they believe that the cordial vote of confidence which followed the address of the chairman upon this subject at the provincial meeting, held at Manchester in October last, is an expression of the feeling of all those who have taken the trouble to examine into the facts for themselves.

The misrepresentations, however, continue, and are read by many who, apparently, have not taken the trouble to examine the statement of the committee, although a copy has been sent to every member of the association; and at the annual meeting, held in April last, a provincial member of the committee, coming from an important town, expressed it as his opinion that the confidence of a considerable number of members in the country was shaken, and would not be restored, unless those members of the committee who happened to be also directors of the newspaper resigned their offices, nor unless the secretary were informed that his continuing secretary to the Newspaper Company would be considered a disqualification for his remaining secretary to the association.

In consequence of this expression of feeling, more than one of the members of the committee intimated their intention to resign; and the secretary, at the next meeting of the committee, tendered his resignation.

The whole subject was thereupon referred to a sub-committee, consisting of seven town and seven country members of the committee, who have made a report, recommending the committee not to accept the resignation of the secretary, and expressing a strong opinion that the resignation of those members of the committee who happened to be also directors of the Law Newspaper Company is unnecessary, and would be a serious loss to the association.

Three of the London members of that sub-committee were also directors of the Law Newspaper Company; of these, two abstained from taking any part in its deliberations, and the third dissented from the report, as did also the gentleman who originally raised the question at the annual meeting.

The report, therefore, may be taken to represent substantially the opinion of those members of the managing committee who are *not* connected with the Law Newspaper Company; and it has been accepted by the committee.

The committee, however, feel that if they have, in fact, lost the confidence of any considerable portion of the members of the association, whether the loss arises from misrepresentation or not, they cannot, with any advantage to the association, continue to conduct its affairs; and they, therefore, have resolved to appeal to every individual member, and to request a frank reply to the following questions:—

1. Have you investigated the charges which have been made against the committee in the editorial columns of the *Law Times;* and also the reply of the committee?

2. Is it in your opinion desirable that those members of the committee, both in town and country, who are directors of the Law Newspaper Company, should withdraw from one or the other office?

3. Is it in your opinion expedient that the secretary of the Law Newspaper Company should retire from the post of secretary to the association?

The replies received, together with a tabular synopsis, were placed before the committee, and it appeared that a very large majority of the members who had sent replies expressed entire confidence in the members of the managing committee, and the desire of the writers that neither any member of the managing committee, nor the secretary, should retire from the positions at present held by them; the committee therefore resolved to adhere to the resolution of the 9th of June last, and not to take any further steps in the matter.

The secretary reported that a deputation from the Manchester Law Association came to town on the 7th inst., upon the Probate and Letters of Administration Act Amendment Bill, of which the Manchester Association took the same views as those expressed by the committee. He had therefore arranged with the deputation the amendments which it would be desirable to introduce into the 24th clause of the Bill; and had then accompanied the deputation to the Solicitor-General, who expressed his concurrence in the proposed amendments.

The amendments suggested by the committee in the Drafts on Bankers Bill were reported as having been introduced.

Mr. Dry, of Lincoln's-inn-fields, was unanimously elected a member of the committee.

BANKRUPTCY VACATION NOTICE.

Office of Accountant in Bankruptcy.

In accordance with the order of the Lord Chancellor this office will be closed on and from Saturday, the 7th day of August, to Monday, the 4th day of October, both days inclusive.

Warrants will not be paid till Tuesday, 5th October.

Reviews.

The Practical Conveyancer; a Companion to the Practical Man. By ROLLA ROUSE, Barrister-at-Law. London: Butterworths. 1858.

It is not often, in these days, when so much has already been written, and so much more is being constantly poured out from the press, that one comes across a book that can in any sense be called original. Mr. Rolla Rouse is, however, entitled to whatever credit is implied in this epithet, for, except so far as he has borrowed from himself, and developed in a new field the idea first embodied in the well-known "Practical Man," there

is nothing in legal literature that bears the faintest resemblance to the "Practical Conveyancer." Before the value of a book of daily reference can be fairly appreciated, it must have been in use long enough to make it quite familiar. No one can shoot well with a gun he is not used to, and, certainly, no practising lawyer can make the most of a book of practice till he knows, by experience, exactly what he may expect to find, and where he must turn to seek it. It is rather early yet to pronounce very absolutely on the merits of the "Practical Conveyancer," but there is this special advantage in Mr. Rouse's thoroughly systematic arrangement, that it is possible to get at home with his precedents much more quickly than with any other work of the kind. The scheme, it is true, is novel to all at least but those who have been in the habit of using the author's previous works, but the arrangement proceeds throughout on a plan so perfectly uniform, that the requisite amount of familiarity may very readily be acquired. The idea which lies at the basis of Mr. Rouse's system, whether it be or be not the best for reference, is unquestionably the most convenient for instruction. The skeleton or framework of a deed is given by itself in a compass of perhaps a fiftieth part of the entire document, and the flesh and skin with which to cover the dry bones are to be found in a compartment of the work especially devoted to them, and carefully connected with the skeleton precedents by literal and numeral references. Any one who has ever had the misfortune to direct the legal studies of a dull candidate for admission, or the satisfaction of assisting a quick-witted pupil, will know that in either case the only convenient way of teaching conveyancing is by separating the generals from the particulars much in the way which Mr. Rouse has been the first to put into print. For example, suppose a simple draft, as a conveyance from an owner in fee and the mortgagee of a term which is to be surrendered, to be entrusted to a young pupil or clerk. He could be told in a few words who were to be made parties; what recitals were to be put in; who were to convey; and what covenants were to be entered into by the different parties. He would then be sent to the precedent books to find the forms appropriate to the different parts of the instrument. He would get a bit from one place and a scrap from another, after a little searching among the voluminous precedents of Bythewood or Martin, unless, indeed, he chanced to find an entire precedent in point, which would save him some trouble, and deprive him of all benefit from the lesson.

Now, in "The Practical Conveyancer," the pupil will find in the first volume just the same condensed information which we have supposed him to get by word of mouth, accompanied by references to a copious collection of common forms in the second volume, from which all the details may be filled up. An extract of one of these skeletons will give a better idea of what the book really is than any description. We will select the case already supposed, namely, a conveyance by vendor and the mortgagee of a term. Here is the whole of it:—

No. 7.—VENDOR AND MORTGAGEE FOR TERM TO PURCHASER.—*By Grant and Surrender of Term.*

a. This Indenture, made &c. [A. 1], Between (*Vendor*), of &c., of the first part; (*Mortgagee*), of &c., of the second part; and (*Purchaser*), of &c., of the third part:

b. 1. Whereas &c. [Recite Seisin, subject to Mortgage, B. 1.]
2. And whereas by Indenture &c. [Recite Mortgage, B. 16.]
3. And whereas &c. [Default and Amount due, B. 17.]
4. And whereas &c. [Contract for sale, B. 40.]
5. And whereas &c. [Intended Payment to Mortgagee, and his Agreement to join, B. 64].

c. Now this Indenture witnesseth, that, in pursuance of the premises, and in consideration &c. [Payment to Mortgagee and Vendor, C. 4.]

d. He the said (*Vendor*) doth &c., and he the said (*Mortgagee*), &c. [Grant and Surrender, D. 6.]

e. All &c. [parcels, E. 1, &c.; General Words, 8; Reversion, 9; Estate of Vendor and Mortgagee, 10; Deeds, 11.]

f. To have and to hold &c. [Habendum to Purchaser in Fee, F. 1.]

h. And he the said (*Purchaser*), &c. [Dower Declaration, H. 1.]

j. 1. And the said (*Mortgagee*), &c. [Covenant by Mortgagee with Purchaser against having incumbered, J. 3.]
2. And the said (*Vendor*), &c. [Covenants by Vendor, J. 1.]

k. In witness &c. [Conclusion, K. 1.]
Receipt by mortgagee for money paid to him, and by vendor for balance. [L. 1.]
Stamps, ad valorem on entire purchase-money, and P. D.

The references appended to the different clauses of the draft lead the reader, without the least difficulty, to the appropriate forms which constitute the second portion of the work; and there really seems no reason why a perfectly uninstructed pupil, of moderate intelligence, should not be able, with such assistance, to turn out an unexceptionable draft. The great advantage of the kind of arrangement which Mr. Rouse adopts is, that it becomes possible to give, within a very moderate compass, a number and variety of precedents which, on the ordinary system of inserting each draft in full, would be quite unattainable. Thus, Mr. Rouse's volume of skeleton forms extends only to about 500 pages, and yet it contains a much more copious selection of precedents than even such an elaborate work as *Bythewood's Conveyancing*. The proportion, as stated in the preface, is as follows:—Conveyances—*Bythewood*, 60; *Rouse*, 212: Mortgages—*Bythewood*, 80; *Rouse*, 118: Leases—*Bythewood*, 31; *Rouse*, 35. This is a very considerable gain, not merely by the large reduction in the expense of the work, but by the convenience of having the whole of this extensive collection of precedents gathered into a single volume, instead of being scattered over four or more. The ordering of the different classes and sub-classes of drafts, and the indexing of the whole, is done in a thoroughly systematic and regular way, and after a very little familiarity with the book it would not cost a practitioner the labour of a minute to ascertain whether the precedent he wanted was to be found in the collection, and to turn to the right page at once. Altogether, the book strikes us as a very effective labour-saving machine, and one that will be found of especial value to practitioners, the extent of whose business compels them to delegate a good deal of their conveyancing to clerks who need some little preliminary instruction to enable them to set about a complicated draft in the right way. The book, in short, deserves its title, and may, we think, be relied on as a really "Practical Conveyancer."

An Elementary View of the Proceedings in a Suit in Equity. By SYLVESTER JOSEPH HUNTER, Barrister-at-Law, and Holder of the Studentship of the Inns of Court. London: Butterworths. 1858.

It was a stock piece of advice that used to be given to all young barristers, to write a book; and we are not sure that it was altogether bad, always provided the book proved a good one. The labour of working up any subject, with the care necessary to produce a creditable book, cannot fail to be serviceable to the author; and though the days when lawyers used to write themselves into fame and business seem to have passed away, the more direct benefits of authorship can never be lost. As the successful candidate for the legal studentship, Mr. Hunter may have felt himself in some degree bound to show to the world that the bounty and the honours of the Inns of Court had not been bestowed on an indolent candidate. Some such considerations as these, perhaps, led to the present undertaking, the subject of which seemed scarcely to need any fresh elucidation. We should not like to say in how many different volumes the nature and progress of a Chancery suit are detailed with various degrees of minuteness and accuracy. It was quite impossible for an author to say much that was new, either in substance or in form, on a topic which has been so often handled; and it would not be fair to find fault with Mr. Hunter's modest little manual because its necessity is not very apparent. One merit may fairly be predicated of it. It is a clear, concise, compendium of information, which the student will not elsewhere find in a separate form. The idea is evidently borrowed from the successful little book known to most articled clerks and pupils as "Smith's Elementary View of an Action at Law." Mr. Hunter's volume is intended to take its place as the companion to the "Common Law Manual." But the cases are not altogether parallel. The course of a trial is so much more technical than the proceedings in a suit, that it is far more difficult for a beginner to make himself familiar with it than with the corresponding equity procedure; and the necessity for a distinct treatment of the subject in a book by itself is much more obvious than it is in the department which Mr. Hunter deals with. Without, however, regarding the appearance of this volume as a great event in the annals of legal literature, we are glad to be able to speak of its execution as upon the whole creditable. It has a good deal of the same lucidity of statement which gave so much popularity to Smith's "Elementary View," and it is in general a correct abstract of the practice on the points which it treats of, though not altogether free from occasional slips. For instance, at page 97, it is stated that in default of an order otherwise disposing of dividends on stock in Court, they will lie idle in the Bank. If Mr. Hunter will turn to page 19 of Mr. Smith's "Practice," or, indeed, to any book of practice he may select, he will see reason to correct this statement. Again, at page 65, Mr. Hunter correctly details the now exploded method of proceeding by oral evidence on the demand and notice of either side. As this mode of proceeding was abolished by the orders of the 13th of January, 1855, it should not have been stated as the subsisting practice of the Court in a book published in 1858; and Mr. Hunter, if he refers to those orders, or to any recent book of practice (Morgan's Chancery Acts for instance), will find that it is now competent to both parties in any cause in which issue has been joined, to verify

their respective cases by affidavit, if they prefer that method to oral examination of their witnesses. With some corrections, however, the book may be made a serviceable manual for incipient students.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, July 9.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

This Bill passed through committee.

Monday, July 12.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

The report of amendments on this Bill was received.

Tuesday, July 13.

WILLS OF BRITISH SUBJECTS ABROAD BILL.

This Bill was read a second time.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

This Bill was read a third time, and passed.

HOUSE OF COMMONS.

Friday, July 9.

COPYHOLD ACTS AMENDMENT BILL.

This Bill was read a third time and passed.

MINISTRY OF JUSTICE.

The CHANCELLOR of the EXCHEQUER said, in reply to Mr. Ewart, he would have been quite prepared to propose a vote to the House with the view of establishing a department of justice, had he been furnished with any satisfactory definition as to the duties which it would have to discharge. Hitherto he had not been furnished with any satisfactory definition; and he had not therefore been in a position to ask the House of Commons to incur the expense which the scheme would involve; but when the necessary information upon the subject was supplied, he would act in accordance with the resolution at which the House had arrived.

Tuesday, July 13.

THE STATUTE LAW COMMISSION.

Mr. LOCKE KING, in moving that £1861 for the Statute Law Commission be struck out of a vote in committee of supply, traced the origin and progress of the commission appointed in 1833 and the present Statute Law Commission. The former having dwindled away until Mr. Bellenden Ker was the only commissioner left, it was found necessary to find another situation for him; hence the appointment of the present Statute Law Commission. The Lord Chancellor of that day undertook that, in the next session, the whole statute-book should be expurgated. A staff was accordingly employed, who were ignominiously dismissed, because they did so much in a short time, that, if their labours had been continued, the commission would soon have ceased to exist. A distinct plan of procedure laid down by Lord Cranworth, by which expurgation was to precede consolidation, was resisted and argued against by Mr. Bellenden Ker; and the result was, that the Lord Chancellor's promise was broken, and consolidation was to go before expurgation. There could be no doubt that the course thus pursued was wrong. At length the Attorney-General promised that, if the matter were left to him, he would in eighteen months consolidate our whole statute law. Nothing, however, was done. He had kept on the notice paper from day to day a reference to a series of Consolidation Bills; but those measures had not yet made their appearance, and at this advanced period of the session they were not likely to do so. In 1856 six or seven Bills thrown upon the table of the House of Lords late in the session did not pass, as it was not intended that they should; and in 1857 were again introduced, and passed with a protest from the Lord Chief Justice of England. Those measures were passed upon the faith of the Statute Law Commission; but on coming down to that House they did not receive a second reading, in consequence of his having assured the late Government that if they went on with the Bills he would take the sense of the House upon them. It was fortunate that those measures did not become law, for he had been given to understand that though they were Consolidation Bills they were not accompanied with repealing enactments; so that their effect would have been to continue the old and the new law in force together, adding to the confusion which already existed. Enormous sums had been spent upon these commissions. The commission which commenced in 1833 had expended directly £50,000, and yet it actually did nothing. The present commission, too, which had not passed a single Act, except that relating to the sleeping statutes which he had himself carried through, had already absorbed nearly £20,000. The vote now proposed was only £1861; but, in addition, they were warned by a note that fees would have to be paid to the draughtsmen employed by the commissioners to draw Consolidation Bills, and execute other works connected with the revision of the statutes, which would be defrayed from the Civil Contingencies Fund. These fees were at first included in the estimate, but now there seemed a disposition to keep them out of sight. When the Attorney-General promised to bring in the Bills to which he had referred, he proposed that they should be sent before a select committee. So that the workmanship of a Royal Commission was thus to be subjected to revision in a committee-room up-stairs, and the House was to take the whole responsibility. Believing that this commission would be the greatest obstacle to law reform, he moved that the item of £1861 be altogether disallowed.

The ATTORNEY-GENERAL had hoped that the member for East Surrey would, like all who had carefully watched the progress of the Statute Law Commission, have acknowledged that its labours had effected great public good, and that to arrest it in its course would be to interfere with a work in the success of which the whole nation was interested. For 200 years the state of our statute-book had been the subject of complaint, and various projects had been mooted for its improvement by the most eminent lawyers and statesmen. Until the present century, however, not a Bill was introduced into Parliament calculated to remedy so serious an evil. Since the year 1816 eleven commissions and committees had sat upon this subject. Those inquiries had been directed by Sir S. Romilly, Lord Brougham, Lord Tenterden, Sir R. Peel, and other great statesmen and lawyers, yet down to the year 1853 nothing had been done of a practical nature. The present commission, which had only sat since 1854 (although a previous commission on the same principle sat in 1853, and might be considered identical with it), had cost the country less than one per cent. of the preceding fruitless expenditure. The statute-book consisted of forty folio volumes, containing from 15,000 to 18,000 public general, and 36,000 or 37,000 private Acts, many of which referred to several entirely different subjects. Upwards of thirty of those volumes were filled with statutes, or parts of statutes, in some way become nugatory; and in order to lay the statute law intelligibly before the public, it was necessary to reduce the forty volumes to something like four, containing only 200 or 300 Acts of Parliament. That the present Statute Law Commission had succeeded in accomplishing to an extent which, if they received the support obviously indispensable, would give a hope that within two years of the present time the whole would be effected. Four Reports had emanated from the commission, indices had been made, Bills had been drawn, and other work performed, which, although not in the shape to be submitted to Parliament, afforded materials out of which to complete the consolidation of the statute law. Before 1853 not one Consolidation Bill had been submitted to Parliament; but between 1853 and the beginning of 1857 the Statute Law Commission had caused to be prepared ninety-three Bills, embracing almost all the important subjects of the statutes. Some differences of opinion existed as to the best mode of proceeding with the Bills that were now ready to be laid upon the table of the House. The opinion of the present Lord Chief Justice of the Common Pleas was, that some one branch of the law should be selected, the consolidation of which should involve all the difficulties that might arise; and if the Statute Law Commission succeeded in that, they might hope to succeed in other branches. Lord Cranworth accepted the challenge, and called upon the Statute Law Commission to select the subject that would most severely test any scheme for the consolidation of the statutes. The criminal law was selected, and a prospect was thus held out that the forty folio volumes might be reduced to four, and the 40,000 statutes to 300. The Statute Law Commissioners set to work, and—with the assistance they derived from Lord Cranworth, Lord Wensleydale, the late Chief Justice Jervis, and others—the whole criminal statute law of the realm was consolidated into nine Bills, which were now ready to be submitted to Parliament. Had the Statute Law Commission done nothing? They had, with the approval of all the

greatest lawyers and statesmen, completed the consolidation of the entire body of the criminal law. After undergoing the most severe investigation, these Bills passed the House of Lords, with the approval of every member of that House, and then came down to the House of Commons. At an early period in the session of 1857, it was thought by the late Government that the subject was far too important to be thus dealt with, unless the Bills were first submitted to a select committee, who should report on the entire scheme. In the month of March, 1857, Parliament was dissolved, and did not meet again until May. The labours of the select committee were thus interrupted, and although the evidence was printed no complete report was made. When Parliament met again, there was no time to consider this subject, and nothing further was done during that session. At the beginning of the present session of Parliament the member for Reading, who was then Solicitor-General, gave notice of his intention to bring forward the several criminal Bills now on the votes, and he was only prevented by the change which took place in the Government. Since the present Government came into office the great pressure of business had rendered it impossible to submit the scheme to the House, or to state the intentions and wishes of the Government thereon. The committee were now asked to consider whether this Statute Law Commission was to be put an end to before the House had had an opportunity of considering these Bills—the commission having already, at a cost to the country of scarcely one per cent. upon the previous useless outlay, drawn up ninety-three Consolidation Bills, which only awaited the examination and approbation of the House. To put an end to the Statute Law Commission in present circumstances would be a great public evil, and he could not think the House would assent to such a proposition. He hoped they would consent to pass this vote; and in a few days he would be able to submit a series of Bills to the House which would bring the whole matter under their consideration, and enable them, he trusted, in another session to carry out the scheme of criminal law consolidation to which he had referred. The member for Surrey took to himself the credit of having done all in the way of consolidation that had been accomplished during the last five years. Now, the hon. gentleman had conferred honour on the Statute Law Commissioners by taking up and passing through Parliament a Bill of which the commissioners were the real authors, for they had furnished all the materials of which his Bill was composed; but, unfortunately, he took up the work before it was completed, when he introduced his measure for the repeal of some obsolete statutes. He hoped, therefore, he would give a little further time to the Statute Law Commissioners to go on with their work, and he might feel assured that they would not go over the road that had been already traversed in the way of legislation.

Mr. M'MAHON was satisfied that the progress of consolidation would only be impeded by the continuance of the Statute Law Commission. If they wanted consolidation, they should abolish the Commission, and throw the responsibility upon the Attorney-General. The Attorney-General had referred to the labours of the Commission in regard to the criminal law; but so little knowledge did they possess of the criminal law of the country, that they actually fancied the law that applied to petty larceny in England would not apply to Ireland. He had carefully examined the Bills which passed the House of Lords, and he felt confident that the Attorney-General would be ashamed to ask the House to pass those measures as proper models of consolidation. Those who prepared the Bills evidently knew nothing about the subject. If the Attorney-General would take the matter up on his own responsibility there would be some chance of progress; but if they went on as now they would find that year after year they were only adding to the evil which they wished to remedy.

The CHANCELLOR of the EXCHEQUER hoped they would not discuss Bills that were not before them. The Attorney-General would be able probably in the course of next week to introduce Bills which embodied the views of the Government, and they would be printed for the consideration of members. In the meantime he hoped they would give their sanction to the very moderate expenditure which was required for the Statute Law Commission.

Mr. BAINES said, upon ninety-three different heads the statute law had been consolidated, and whatever course Parliament might adopt as to the method of consolidation, the materials so collected by the Commission must be of the greatest service, and therefore the time and money had been well spent. He thought the Commission, on the whole, was well deserving the confidence of Parliament.

Mr. MELLOR said, he considered the time had arrived for giving the Commission a hint by declining to vote the money for this year.

Mr. MALINS said, the Attorney-General two years ago told the House that the consolidation would be done in eighteen months. He told the Attorney-General then, and he told him now, that if eighteen years were given him it could not be done. The House was from year to year spending money on that which for practical purposes could never be of any use. What was to be done with the ninety-three great Bills which were to be submitted to the House? It appeared, the intention was to submit them to a select committee after they were laid on the table. If so, he could see no end to the labours which would devolve upon Parliament. In his opinion the subject of consolidation was beset with such difficulties as to be among impracticable things.

Mr. WHITESIDE thought there was great force in the remark of Mr. Baines, that, whatever might become of the Statute Law Commission, they had collected a valuable mass of materials in reference to a subject of great interest, on which it might be the duty of Parliament in another session to come to a decision. He thought, however, Mr. Malins had unnecessarily alarmed the committee, for he (Mr. Whiteside) never understood the Attorney-General to say the ninety-three Bills would be laid on the table of the House at once.

The committee then divided, when there voted:—

For the amendment...	52
Against it	85
Majority	—33

The vote was then agreed to.

FEES OF THE LAW OFFICERS ON PATENTS.

On the vote of £26,198 to defray the expenses of the Patent Office,

Mr. WILLIAMS complained of the fees payable to the law officers of the Crown in England, amounting to £8500 per annum, while the Attorney-General for Ireland obtained only £1200, and the Lord-Advocate for Scotland £850. It had been estimated that the sum derived by the Attorney and Solicitor-General for England from their offices under the Crown and from their private practice was about equal to the salaries of three judges, or of three Secretaries of State, including the Prime Minister. Their duties in connection with the Patent Office were most trivial, and might easily be discharged by a clerk. It ought to be remembered, too, that the persons who paid the fees were generally very poor. He moved that the vote should be reduced by the sum of £4000.

Mr. WALPOLE reminded the member for Lambeth of what took place in 1852. A Bill was introduced in that year by which the patent law was materially altered and; he was credibly informed that the cost of patents was reduced by that measure from £500 to £50 or £60, as an average. There were no two men in the kingdom who did more work than the Attorney and Solicitor-General for England.

Sir G. C. LEWIS did not understand that these fees were intended as a general retainer, but only as remuneration for the special services rendered with respect to patents. Unless it could be shown that they afforded only adequate remuneration for services, the matter ought to be reconsidered.

The SOLICITOR-GENERAL reminded the committee that out of these fees the law officers had to provide chambers and clerks. Each of them had to examine from twenty to thirty patents a week, and of these generally nine or ten were returned, because they were irregular, or contained claims which the Crown could not allow. These duties occupied time during which the law officers might earn larger emoluments than they received, and their neglect would produce much injury to trade, commerce, and manufactures.

After a little further conversation,

The ATTORNEY-GENERAL, in reference to an observation of the member for Radnor, assured the committee that no part of the duties of the Attorney or Solicitor-General was performed by deputy. With respect to the fees, the acceptance of office was productive of loss rather than of emolument.

The amendment was negatived without a division.

Wednesday, July 14.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.*

Mr. ADAMS moved to discharge the order for the second reading of this Bill which he intended, however, to re-introduce early next year.

Mr. COX hoped that if an attempt were to be made next session to empower Sir Thomas Wilson to enclose Hamp-

* This Bill must not be confounded with that brought into the House of Lords by Lord Cranworth.

stead Heath, a Bill would be introduced for that express purpose.

MR. ADAMS knew nothing of Sir Thomas Wilson. The object of his Bill was general, and he had received communications in its favour from many parts of the country.

The order was discharged.

Thursday, July 15.

COUNTY COURT DISTRICTS BILL.

This Bill was read a second time.

LEGITIMACY DECLARATION BILL.

This Bill passed through committee.

Amendment of the Bankruptcy and Insolvency Laws.

The second meeting of the committee on Bankruptcy and Insolvency, appointed, on the motion of Lord John Russell, by the National Association for the Promotion of Social Science, at its first annual meeting at Birmingham, in October, 1857, was held at the office of the association, 3, Waterloo-place, Pall Mall, London, on the 20th of May, 1858. The object of the meeting was to consider the Bill prepared by the sub-committee appointed in the previous month of November, and which had been forwarded to the Chambers and Societies represented on the committee.

G. W. HASTINGS, Esq., was called to the chair.

The chairman made a statement of the principal provisions in the Bill, and the reasons which induced the sub-committee to adopt those provisions. The following are the most important portions of his address:—"I will mention the course which we adopted respecting the 12th resolution passed at Birmingham*. A letter was addressed to all the Chambers of Commerce and Trade Protection Societies, asking their opinion as to the court to which the jurisdiction in bankruptcy and insolvency ought to be given. Nearly all the bodies to whom we sent gave a reply—not very speedily, however, for at the first meeting we were obliged to postpone the consideration of the subject on account of the fewness of the answers received; but at the second meeting the replies were numerous. On reading them to the sub-committee, this singular result was apparent; just one half were in favour of one opinion, and the other half were on the opposite side; so that the sub-committee were still left with all the responsibility on their shoulders†. On this result we though it desirable to come to the best compromise we could; and we consider that the most advisable course would be to retain the district courts, but to give the county courts a concurrent jurisdiction.

"This Bill is a consolidating measure, repealing all the statute law relating to bankruptcy, and all that relates to insolvency also. If the Bill passes, we shall have all the bankruptcy and insolvency statute law in one Act, and that in itself is a boon to the commercial community which it is difficult to over-estimate. We propose that the Insolvent Court of London and the separate insolvent jurisdictions of the county courts should be abolished, and that Bankruptcy and Insolvency shall henceforth be administered by one tribunal. There seems to be some impression on the minds of the Lancashire and Preston Trade Protection Societies, that we are doing them a grievous harm by carrying out in this respect the instructions of the committee at Birmingham. They think we are taking away cheap means of justice in insolvency cases, and giving them nothing in return; but if those gentlemen will look at clauses 328-347 of the Bill, they will see that those clauses just meet the cases they refer to. They are expressly framed in order to enable insolvent debtors, who have little or nothing, to petition either the Bankruptcy Court or the county court, and to obtain a discharge without the necessity of adjudication. With regard to this question of the fusion of bankruptcy and insolvency, I have heard an objection raised in London, to which it may be necessary to pay some attention; it is, however, one entirely of detail, and I think it may be met by a very simple provision. It has been stated by London solicitors and merchants that it would be extremely inconvenient to burden the Court of Bankruptcy in London with the ordinary insolvency cases. They admit the desirableness of fusing the law, but they say that one court ought not to administer both classes of cases, because the business of the Court of Bankruptcy consists in winding up the estates of merchants, while the Insolvent Court is chiefly occupied with investigating the affairs of debtors who have little or nothing, who not unfrequently are rogues, and must be dealt with in a peculiar manner. I do not quite understand the difficulty of trying different sorts of cases in the same court,—our Common Law Courts do so: at Guildhall, at Westminster, and on circuit. You may hear in the morning a trial relating to a landed estate of thousands a year; later in the day, a mercantile case, involving £10,000 or £20,000; and in the afternoon, the same judge, the same jury, and the same counsel, dispose of an action for damages for a cab running over a boy in the streets, or of a trumpery case of assault. I do not pretend to say that the objection I allude to does not exist; but if it do, then it will be easy to arrange that one of the commissioners shall sit separately, just as one of the judges of the Queen's Bench sits in the Bail Court. If we sweep away the artificial distinction between bankruptcy and insolvency, there will always remain the natural distinctions between the cases where there are assets for distribution among the creditors, and those where there are no assets, and between the cases of fraudulent and honest debtors, and it will be easy to send the cases where there are no assets to a separate commissioner.

"The Bill also abolishes the technical distinction between trader and non-trader. I fear that on this portion of the measure we may have to encounter considerable opposition. I understood the Attorney-General to say, when I saw him not long since on the subject, that such an enactment might be theoretically good, but that practically it would be difficult to effect it. I cannot see what, except unreasonable prejudice, stands in the way of placing all debtors in precisely the same position. I cannot see, for instance, why a medical man who has dispensed a few medicines to his patients, should go to one court to obtain a discharge from his liabilities, while a medical man who has confined himself to writing prescriptions should be sent to another. I do not know why an attorney should be dealt with differently as an attorney and as a scrivener; and why a professional man or a landowner who is a shareholder in a company, should receive different treatment as a shareholder from what he would receive if he were a merchant. I could multiply instances of the absurdity of the present state of things, and I may remind you, as I reminded the Attorney-General, that this distinction does not exist in Scotland. If, then, it be asked, would you make a peer a bankrupt? I reply, that all the peers of Scotland, and all the English peers who have property in Scotland, must go into the Bankruptcy Court there if they cannot meet there creditors. I hope that the committee will stand firmly by this portion of the Bill; it embodies a most important provision; and I believe that the mercantile community and the legal profession alike, are coming to be unanimous on the point. Every one who thinks at all on the subject, or at least who thinks impartially, arrives at the conclusion, that it is time to do away with this anomalous distinction—a distinction which was never deliberately laid down, but which seems to have arisen out of legislative accident. Indeed, it is a fact, that non-traders can at present go into the Bankruptcy Court by a sort of side-provision, by virtue of a statute which is, I believe, commonly known by the name of the "Gentleman's Act." If non-traders can avail themselves quietly of the provisions of that enactment, they may as well go openly into the Court. [Mr. Miller, of Bristol, here remarked that the proceedings under that Act were private.] It may be desirable in many cases, both of traders and non-traders, that the proceedings should be private, and you will see that we have had that contingency in view in preparing the Bill; but I think that the circumstances of each particular case should regulate the mode of treatment, and not any arbitrary distinction.

"We have also embodied in the Bill what are called the 'Dead Men's Clauses,' which formed part of the 'Bankruptcy Consolidation Bill' of 1849, and have lately been again introduced by Lord Brougham*.

"We have transferred the salaries of the judges and other officers of the Court, and all the pensions and compensations charged upon the fees by former Acts, to the Consolidated

* "XII. That the question of the particular Court which shall exercise jurisdiction in Bankruptcy and Insolvency, shall be submitted to the various Chambers of Commerce and Trade Protection Societies in England, with a view to elicit their opinion, for the guidance of the sub-committee to be hereafter appointed by this meeting."

† Almost all the answers, however, admitted the necessity for further localization in bankruptcy. The Chambers who were opposed to county court jurisdiction were for the most part in favour of making the commissioners go circuits to the principal towns in each district.

* These clauses enable the representatives of a deceased debtor to apply to the Court of Bankruptcy for distribution of the estate. A similar provision is in force in Scotland.

Fund; and, should this provision be adopted by Parliament, a great portion of the expense will be saved to the creditors. We cannot admit that the salaries of Bankruptcy judges stand on a different footing from those of other judicial persons; they are public officers, appointed for public purposes, acting for the public benefit, and should therefore be paid out of the public funds. Looking at the parliamentary returns, it will be seen that a very considerable portion of the expense charged on bankrupt estates is due to these salaries and compensations, and I am surprised to find, from the letters we have received, that some of the bodies represented on this committee consider that the Bill is calculated to perpetuate the existing scale of expense. But this is impossible; for even supposing the proceedings in Bankruptcy under this Bill should, in other respects, cost as much as at present (the probability of which I entirely deny), the burden on the creditors must, at any rate, be diminished by the amount of these salaries and compensations.

"I now come to the only resolution passed in Birmingham which the committee have not embodied in the Bill—the 5th*. When we sent instructions to our draftsmen, we directed the fulfilment of this resolution, as of all the others, but we subsequently received from them the following opinion:—

"We have considered the instructions laid before us for the preparation of a Bill to amend and consolidate the laws of bankruptcy and insolvency, and there is one point to which we think it right at once to call the attention of our clients.

"We refer to the 5th Resolution of the committee, namely, 'That the winding-up of joint stock companies be entrusted to the same jurisdiction as bankruptcy and insolvency.' After a careful consideration of the subject, we feel bound to express our opinion, that to attempt to encumber an Act, having for its object the consolidation of the law of bankruptcy and insolvency, with questions relative to the winding-up of joint stock companies, would be highly inexpedient, and contrary to all sound principles of legislation.

"The jurisdictions are essentially distinct, and have distinct ends in view, and would remain distinct even if vested in the same court. Besides this, we are of opinion that it would be impossible to constitute district courts capable of satisfactorily winding up joint stock companies in times like the present, without permanently keeping them over-officered for their ordinary business. A consolidation of the Joint Stock Companies Winding-up Acts may be highly desirable, but it should in our decided opinion be comprised, not in a Bankruptcy and Insolvency Consolidation Act, but either in a separate enactment, or by way of consolidation of the whole law of joint stock companies. Signed, HENRY FOX BRISTOWE.

"Lincoln's-inn, March 3, 1858." EDWARD FRY."

"I read that opinion, at the next meeting, to the sub-committee' and they resolved, that they would not attempt to carry out that 5th Resolution in the present Bill. I may observe, that the resolution does not say that it is to be embodied in the same Bill with the others, but only affirms it to be desirable that the jurisdiction of winding up insolvent joint stock companies should be vested in the same court as bankruptcy and insolvency. That is the opinion of us all; but there is no reason why it should not be carried out by a separate measure, consolidating and amending all the Winding-up Acts. I should go further than Mr. Bristowe and Mr. Fry do in their opinion, for I do not only think that it *may* be desirable to give this jurisdiction to the Bankruptcy Court—I think, beyond all doubt, it *is* highly desirable to do so, and I hope that this committee will be able to take up the subject and to prepare a measure of that nature; at the same time, I agree that it is not expedient to attempt it in the present Bill, for the subject would require great additional labour and consideration. It seems to me, that to delay our Bill on Bankruptcy, having made up our minds as to existing evils and their appropriate remedies, in order to incorporate provisions for the winding-up of joint stock companies, would be very unwise. Those provisions must form a distinct portion of the measure, and there is therefore no reason why they should not be made the subject of a separate Bill.

"I now come to that portion of the measure which relates to private arrangements. Upon this head I need not say very much, because the resolutions passed at Birmingham on this subject were expressed with very considerable detail, and have been faithfully carried out. The sub-committee have taken great pains with these clauses, and we are persuaded that they will fulfil all the purposes required. Deeds and memoranda of arrangement signed by a certain proportion† will be rendered obligatory on creditors who have not signed. They will be registered in the Bankruptcy Court, or county court; their trusts will be summarily enforceable by application to the court, which will have power to call the debtor before it, to examine him as to his conduct, and to deal with him as it thinks proper. The object of these clauses is to effect that which the commercial community have so much desired—a judicial record of private arrangements, and a means of enforcing them without having recourse to the Court of Chancery. I believe that if these clauses are carried, great benefits will result. Merchants will be enabled to wind up estates after the same fashion as they now voluntarily choose, while they will obtain the additional advantage of being able to refer to a court as to matters in which they are at present powerless.

(*To be continued.*)

* "V. That the winding-up of joint stock companies be entrusted to the same jurisdiction as bankruptcy and insolvency."

† A majority in number and four-fifths in value.

Law Amendment Society.

This society met on June 21; Lord BROUGHAM in the chair.

Mr. HASTINGS laid on the table the list which had been moved for of the number of attendances of the managers.

Mr. EDWARD WEBSTER moved that the report of the Committee on Chancery Procedure be adopted. He supported the motion by extracts taken from the evidence before the Chancery Commission.

Mr. WRIGHTSON seconded the motion, which was carried.

Mr. E. WEBSTER then moved the following resolutions:—

1. That, in the opinion of this society, the oral examination of witnesses in Chancery proceedings should take place before the judge who has to decide the cause, and not before an examiner.

2. That, at the hearing of causes in the Court of Chancery, the evidence should be taken continuously, as at Nisi Prius, until it is concluded.

3. That any party to a suit in the Court of Chancery should have a right to the oral examination of any witness before the judge who is to decide the cause.

4. That, for the purpose of aiding the Court of Chancery in the adjudication of causes, there should be a sufficient number of sworn stenographists employed at the public expense to take down, in short-hand, the questions and answers occurring on the oral examination of witnesses at the hearing of causes, and to furnish the Court with a verbal version of his notes, duly certified; and the parties should be at liberty to use copies of such version in the Court of Appeal, subject to the right conferred by the resolution numbered 3.

5. That if the Court of Chancery, in its present condition, should not be able with proper expedition to do the business of hearing causes on oral evidence, or on oral and non-oral evidence continuously, as at Nisi Prius, a sufficient number of additional Vice-Chancellors' Courts should be established.

6. That equitable jurisdiction, to a limited extent, should be given to the judges of the local courts.

7. That the Court of Chancery should have no power to assess damages, except by a jury in open court.

8. That the Court of Chancery should have power to disallow any witness his expenses who had declined, when formally requested by a party to a cause, to make an affidavit of facts within his knowledge, or of facts within his information and belief.

On the first resolution Mr. COOKSON pointed out the hardships that would arise in cases where the witnesses lived out of London.

Lord BROUGHAM asked whether it was really proposed that witnesses should in all cases be compelled to come up from distant places to be examined.

Mr. HENRY ALLEN suggested that the county courts should be brought to aid. One of the resolutions proposed was to that effect, and he thought that a limited equity jurisdiction should be at once extended to those courts.

Lord BROUGHAM said, that the great difficulty was how to draw the limit in equitable jurisdiction. In cases of debt or tort, it was easy to draw the line at twenty, or fifty, or a hundred pounds; but how could they affix a money limit in cases of infraction of trust or guardianship? It had, therefore, been suggested, that in conferring equitable powers on the county courts, the jurisdiction should be unlimited, but that either party should be allowed to remove the cause to the Court of Chancery; the county court judge, of cousse, taking the oral evidence, and reporting upon it.

Mr. GOLDSMID, Q. C., moved as an amendment, that the resolution should stand thus—

That in the opinion of this society the oral examination of witnesses in Chancery proceedings should take place before the Court, and not before an examiner, unless the Court, on special application, should otherwise direct.

The resolution as amended was agreed to.

The second resolution, after some discussion, was agreed to, as follows:—

That, in cases heard in the Court of Chancery, such oral examination should, so far as practicable, be taken continuously as at Nisi Prius.

On the third resolution, Mr. GOLDSMID, Q. C., moved as an amendment that the resolution should stand as follows:—

That any party to a suit in the Court of Chancery should have a right to the oral examination of any witness before the judge who is to decide the cause, except in cases of appeal, in which the judge is to have the discretion.

Mr. COOKSON supported the amendment. A poor man might be absolutely ruined by a wealthy litigant, if the power

aimed at by the original resolution were conferred on the parties to a suit.

Mr. H. F. BRISTOWE and Mr. E. WEBSTER supported the original resolution, which they considered followed logically from the preceding, as it was quite as necessary that the right of oral examination should be given in appeal as at the original hearing.

Mr. HENRY ALLEN said, that, in the common law courts, witnesses were not heard on appeal, but only when a new trial was granted.

Mr. E. WEBSTER replied, that the appeal in Chancery was a new hearing, and equivalent to a new trial at common law.

Mr. HASTINGS said, if the procedure in the courts of common law and equity was to be assimilated, a new trial could only be obtained at common law on showing sufficient cause to the whole Court. In Chancery, on the other hand, a re-hearing could be obtained on the mere application of a party; and it could not be just to allow either party at his own option to compel the fresh examination of all the witnesses.

The amendment was carried on a division.

The fourth resolution was carried, with the omission of the words at the end after "Court of Appeal."

The fifth resolution was carried as follows:—

That if the enactment of the principles of the above resolutions should render the present staff of the Court of Chancery insufficient for the transaction of the business of the court, a proper number of additional judges ought to be appointed.

On the sixth resolution, Lord BROUGHAM thought the words, "to a limited extent" should be omitted from the resolution, thus affirming the general principle, but leaving the details for further consideration.

The resolution thus altered was agreed to.

The seventh resolution was withdrawn, and the eighth postponed.

The meeting then adjourned.

This society met again on June 28; Lord BROUGHAM in the chair.

Mr. HASTINGS read the annual report of the council.

Mr. TWAMLEY, on the question being put, that the report be received, took the opportunity, as one of the auditors, of expressing his satisfaction at the present state of the finances.

Mr. CHARLES WEBSTER, the other auditor, concurred in the sentiments expressed by his colleague.

The report was ordered to be received.

Mr. PITT TAYLOR moved that Lord BROUGHAM be elected President of the society for the ensuing year.

Mr. EDWARD LAWRANCE seconded the motion, which was carried by acclamation.

The other officers were then re-elected, and the society adjourned till November next.

Births, Marriages, and Deaths.

BIRTHS.

ELGER—On July 11, at 31 Rutland-gate, the wife of Gwyn Elger, Esq., Barrister-at-Law, of a son.

FREEMAN—On July 12, at 6 Camden-square, the wife of Charles Edwards Freeman, Esq., of a son.

HILL—On July 8, at 4 Manor-road-villas, Upper Holloway, Mrs. Henry Hill, of a daughter.

INDERWICK—On July 15, at 15 Thurloe-square, Brompton, the wife of Frederick Andrew Inderwick, Esq., Barrister-at-Law, of a son.

RHODES—On July 12, at the residence of her father-in-law, Denmark-hill, Surrey, the wife of Arthur Charles Rhodes, Esq., of a son.

ROBINSON—On July 7, at Campden-hill-road, Kensington, the wife of W. Henry Robinson, Barrister-at-Law, of a son.

SHERIDAN—On July 12, at Bellefield-house, Parson's-green, Middlesex, the wife of Henry B. Sheridan, Esq., M.P., of a daughter.

MARRIAGES.

JONES—BARTON—On July 13, at West Hackney church, by the Rev. T. Davis Lamb, rector, Mr. Harry Emlyn Jones, to Jane, eldest daughter of the late R. G. Barton, Esq., Solicitor, Windsor.

DEATHS.

CHILD—On July 10, at Herne Bay, aged four years and four months, Jemima, daughter of Mr. Henry Child, Solicitor, of Turnwheel-lane, City, and King Edward's-road, Hackney.

WHITE—On July 13, at Merton, Surrey, Mary, the wife of Edward White, of Great Marlborough-street, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BRUCE, ANN, Wife of Ninian Bruce, Esq., of Sandhurst, Berks, and the said NINIAN BRUCE, £1,428 : 12 : 0 3¼ per Cent. Reduced.—Claimed by LOUISA ALICIA FRAZER, wife of DANIEL FRAZER, administratrix of ANN BRUCE, who was the survivor.

DUCIE, The Right Hon. THOMAS Lord, £2057 : 17 : 3 Consols.—Claimed by JAMES HAUGHTON LANGSTON, the surviving executor.

FOULSTON, ELIZA, Widow, Athenian-cottage, Plymouth, £48 Long Annuities, exp. Oct. 10, 1859.—Claimed by ELIZA FOULSTON.

JENKINS, EDWARD FRANCIS, Ship Agent, St. Helens, MARY LAMBER JENKINS, his wife, and MARY JENKINS, a minor, £21 : 10 : 0 Consols.—Claimed by EDWARD FRANCIS JENKINS, MARY LAMBERT JENKINS, and MARY JENKINS (now of age).

RICHARDS, GRIFFITH, Esq., Old-square, Lincoln's-inn, £5126 : 13 : 4 3½ per Cent. Reduced.—Claimed by RICHARD RICHARDS, Esq., the surviving executor.

SCOTT, JOHN, Gent., Bromley, £1470 New Four per Cents.—Claimed by Rev. FRANCIS STORR, Clerk, one of the executors.

SPRY, Admiral THOMAS, R.N., and CLEMENT CARLYON, M.D., Truro, £27 : 19 : 1 New Three per Cents.—Claimed by CLEMENT CARLYON, the survivor.

TATHAM, EDWARD, Gent., Caurfield parish, Tunstall, Lancashire, £1398 New 3½ per Cents.—Claimed by EDWARD TATHAM, the executor.

Money Market.

CITY, Friday Evening.

The English Funds and the money-market in general continue without improvement. The closing money price of Consols this afternoon is 95⅛ to 95¼ per cent.; and the Indian Loan Debentures stand at 99⅜ to 99½ per cent.

The ship *Royal Charter*, from Australia, relative to the safety of which great anxiety was felt, arrived on Wednesday with gold and sovereigns valued at £405,328.

From the Bank of England return for the week ending the 14th inst., it appears that the amount of notes in circulation is £20,783,360, being an increase of £245,590; and the stock of bullion in both departments is £16,898,666, showing a decrease of £509,991 when compared with the previous return.

Reports from the manufacturing districts show generally a favourable state of trade; the statements regarding operations at Leeds, Manchester, Nottingham, Leicester, and several other important localities, are satisfactory, and, as the railway market has materially improved, there is no reason to doubt gradual amendment in commercial affairs, although not so rapid and decisive as might be desired.

The dulness and distrust which are assumed to exist, and said to be attributable to offensive preparations on the part of France, are not clearly a fact. Although Consols have gradually declined in the course of two months from 98 to 95 per cent., it cannot be maintained that the present price is inconveniently low. And with regard to the state of commercial affairs in France, a correct picture would be less unfavourable than those which have been lately put forward. The present prices of stock on the Paris Bourse, compared with the beginning of the year, are not greatly depressed. On the 1st of January, the French 3 per Cents. were quoted at 68f. 30c., and the price quoted several days this week is the same. As the Bank of France is full of bullion, it is reasonable to believe that the large exportation of gold from this country, which still continues, is for the purpose of investments in France and other continental states, thereby affording evidence of renewed activity in social and commercial undertakings.

The half-yearly meeting of the Union Bank of London was held on Wednesday, the Governor, Sir Peter Laurie, presiding. The directors presented a report which appeared to be satisfactory to the shareholders. It shows a net profit for the last half year of 67,495*l.* 8*s.* 7*d.*, and enables a dividend to be declared at the rate of 10 per cent. per annum, and a bonus of 2½ per cent. on the paid-up capital; also to appropriate £15,000 as an addition to the reserve fund, which previously stood at £150,000. The Bank holds Government securities, City bonds, and cash in hand and at call, amounting to about £2,600,000.

The half-yearly meeting of the London Joint Stock Bank was held yesterday. The report of the directors was unanimously adopted. It proposed a dividend for the half-year ending June 30 of 12½ per cent. per annum, and also a bonus of 10*s.* per share on 60,000 paid-up shares of £10 each. The sum of £32,370 17*s.* 6*d.* is carried forward to profit and loss new account.

Insurance Companies.

Equity and Law	4
English and Scottish Law Life	4
Law Fire	3½
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	5½
London and Provincial Law	3
Medical, Legal, and General	par
Solicitors' and General	par

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	222	..	222 221	222	222 223	223
3 per Cent. Red. Ann...	95⅝ ¼ ⅜	95⅝ ¼ ⅜	95⅝ ¼ ⅜	95⅝ ¼ ⅜	95⅝ ¼ ⅜	95⅝
3 per Cent. Cons. Ann...	95⅝ ¼	95⅝ ¼ ⅝	95 ¼ ⅜	95⅛ ¼ ⅝	95 4⅛ ⅝	95⅝
New 3 per Cent. Ann...	95⅝ ⅞ ¾	95⅝ ¼ ½	95⅝ ⅜	95⅛ ⅜	95⅛ ¼ ⅜	95⅝
New 2½ per Cent. Ann..	78⅛	..	78⅛	..	78⅛ 9⅛	79⅛
Long Ann. (exp. Jan. 5, 1860)	..	..	1 11-16	..	..	1⅛
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	1 7-16	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	18⅛	..	..	18⅞
India Stock	221	221 218	218 221	..	218	218
India Loan Debentures..	..	99⅜	99⅜	99⅛	99⅛ ⅜	..
India Scrip	..	..	..	..	..	..
India Bonds (£1,000) ..	..	..	16s p	..	18s 16sp	15s p
Do. (under £1,000).....	..	20s p	20s p	20s p	..	16s p
Exch. Bills (£1000) Mar.	..	33s p	33s p	33s p	33s p	34s p
Ditto June.....	..	23s 20sp	20s 23sp	21s 24sp	21s 24sp	25s p
Exch. Bills (£500) Mar.	..	..	36s p	..	..	..
Ditto June.....	22s 19sp	..	23s 20sp	..	..	25s p
Exch. Bills (Small) Mar.	..	..	..	..	37s p	34s p
Ditto June	22s 19sp	..	23s 20sp	23s p	..	25s p
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	100⅞ 1	100⅞	..	100⅞	100⅞

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	..	..	..	..	88⅜ 9	..
Caledonian	75⅜ 7	76⅛ 7⅛	77 6⅛	75⅝ 6⅛	77⅛	78⅛ ⅜ 9
Chester and Holyhead..	..	35	..	..	..	..
East Anglian	..	..	..	..	..	..
Eastern Counties	..	60 ⅛	60⅜	60⅜ ⅛	..	61⅛
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	..	..	92	..
Edinburgh and Glasgow	..	61⅛	..	..	..	..
Edin. Perth, and Dundee	..	24⅛	25	24⅛	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	..	99⅛	99⅛	99⅛ ⅛	101⅛	102
Ditto A. Stock	78⅜ 80	78 9 7⅛	..	77	..	81
Ditto B. Stock	130	..	..	..	..	..
Gt. South & West. (Ire.)	..	..	102⅜	102⅛	103	..
Great Western	50⅛ 50	50	49⅞ 50	49⅛ 50	49⅛ ⅛	49⅛ ⅛
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	90⅜ ⅛	90⅛	90⅜ ⅛	90⅛	91	91⅛ ⅜ ⅛
Lon. Brighton & S. Coast	..	108⅜ 8	..	108	..	110 9⅛
London & North-Wstrn..	90⅛ 90	90⅞	90⅛ 89⅞	90 89⅞	90⅛ ⅛	90⅛ 90
London & South-Westrn.	..	93⅜	94 3⅜	94	..	94 3⅜
Man. Sheff. & Lincoln..	..	..	37 6⅞	36⅛ ⅛	36	..
Midland	91 ⅛ ½	91⅛ ⅜	91⅛ ⅛	91⅛	91⅛ 2⅛	93 2⅛ ⅛
Ditto Birm. & Derby	63⅛	..	..	..	..	..
Norfolk	..	..	..	..	..	60
North British	47⅛ 8	48⅛ ⅛ 8	48	48 ¼	48	48⅛
North-Eastern (Brwck.)	90⅛	..	..	90⅛	91	91⅛
Ditto Leeds	45⅞	45⅞	46	45⅞ ⅛	..	..
Ditto York	71½	71 ½	71½ 70⅞	71 70⅞	71⅛	71⅛ 2 ½
North London	..	..	..	..	97	..
Oxford, Worc. & Wolver.	..	..	..	..	..	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	25⅜	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	42⅛	43	..	43 4	..
South Devon	..	..	..	..	..	..
South-Eastern	..	67	66⅝ ⅜	..	66⅝	67⅛
South Wales	..	78½	..	..	..	79
Vale of Neath	97⅛	..	..	97⅛	..	..

Estate Exchange Report.

(For the week ending July 8, 1858.)

AT GARRAWAY'S.—By Messrs. FAREBROTHER, CLARK, & LYE.

The Advowson of Pontesbury, Diocese of Hereford, County Salop, subject to the life of the present incumbent, aged 36; rectory-house, gardens, outbuildings, 22 acres glebe land; the rent-charge commuted at £785 per annum.—Sold for £2000.

One third-part or share of a Freehold Residence, 19, James-street, Buckingham-gate; also a piece of leasehold ground attached thereto, held for 73 years from March, 1818, at a peppercorn; the whole let at £120 per annum.—Sold for £960.

One undivided third of one undivided moiety of and in one-fiftieth share in the Westminster Society for Insurance on Lives, &c.—Sold for £500.

By Mr. G. DOUGAL.

Leasehold Houses, Nos. 1, 2, 3, & 4, Edward's-place, D'Eynsford-road, Camberwell-green, Surrey; term, 99 years from June 24, 1854; ground-rent, £13; let at £82 per annum.—Sold for £540.

Leaseholds, Nos. 11 & 12, Rose-cottages, D'Eynsford-road; term, 99 years from March, 1858, at a peppercorn the first year, £6 for remainder of term; let at £33 : 16 : 0 per annum.—Sold for £290.

Leaseholds, Nos. 1 & 2, Kimpson-road, Camberwell; term, 99 years from June 24, 1854; ground-rent, £8; let at £49 per annum.—Sold for £395.

AT THE MART.—By Messrs. HUMPHREYS & WALLEN.

The Manor of Canewdon-hall, near Rochford and Southend, Essex, with its fines, quit-rents, and heriots. The copyhold land comprises about 264 acres, with various houses, &c., thereon; average receipts about £37 per annum.—Sold for £1320.

Leaseholds, Nos. 4, 5, & 6, Vassall-terrace, Holland-road, Brixton; term, 80 years from Christmas, 1842; ground-rent, £18; let at £92 per annum.—Sold for £600.

By Messrs. PAGE & CAMERON.

Leasehold Residence, No. 5, Cambridge-square, Paddington; term, 94 years from Dec. 25, 1841; ground-rent, £20 per annum; let on lease at £200 per annum.—Sold for £2200.

By Mr. BURR.

Leaseholds, Nos. 12 & 14, Sussex-street, Warwick-square, Pimlico; term, 80 years from Christmas, 1851; ground-rent, £9 per house; estimated value, £60 each per annum.—Sold for £690 each.

Leasehold, No. 45, Winchester-street; term, same as above; ground-rent, £5; let at £35 per annum.—Sold for £400.

Leaseholds, Nos. 26, 30, 32, & 34, Hanover-street; term, 71 years from Christmas, 1853; ground-rent, £7 : 10 : 0 per house; let at from £36 to £40 per annum.—Sold for £370 each.

Leaseholds, Nos. 50, 52, 54, 56, 58, & 60, Hanover-street; same term as preceding; ground-rent, £7 : 7 : 0 per house; let at £36 each per annum.—Sold for £350 each.

AT GARRAWAY'S.—By Mr. R. CHADWICK.

Leasehold Dwelling-house and Chemist's Shop, No. 12, Halsey-terrace, Chelsea; term, 98 years from Ladyday, 1845; ground-rent, £10; let at £60 per annum.—Sold for £610.

AT THE MART.—By Messrs. RUSHWORTH & JARVIS.

Leasehold Residence, No. 16, Guilford-street, Russell-square; term, 39 years from Lady-day last, at £13 : 13 : 0; let at £65 per annum.—Sold for £410.

Leasehold Residences, Nos. 55 & 56, Upper Stamford-street, Blackfriars; term, 28½ years from Lady-day last; ground-rent, £6 per house; let at £40 each per annum.—Sold for £230 each.

Leasehold, No. 57, Upper Stamford-street; same term and ground-rent; let at £42 per annum.—Sold for £250.

By Mr. W. G. BROWN.

Leasehold, Eight Houses in Nelson-street and Nelson-place, Great Cambridge-street, Hackney-road; term, 43 years unexpired; ground-rent, £20; gross rental, £64 : 7 : 0.—Sold for £170.

Leasehold, Nos. 1 to 6, Bell-cottages, Howard-street, Wandsworth-road; term, 28 years; ground-rent, £8; producing £46 : 16 : 0 per annum.—Sold for £120.

By NORTON, HOGGART, & TRIST.

Freehold Farm, Domnington, Bucks, comprising farm-houses, outbuildings, &c., and 108a. 0r. 1p. land; let at £160 : 13 : 4 per annum.—Sold for £4650.

Freehold, Pann Mills, Chipping, Wycombe, Bucks, with dwelling-house adjoining; let at £140 per annum.—Sold for £2500

By Messrs. FRANCIS, FULLER, & Co.

Leasehold Residence, No. 18, Bloomsbury-square, with coach-house and stable in the rear; term, 96 years from Lady-day, 1803; ground-rent, £31 : 10 : 0; let at £90 per annum.—Sold for £500.

An Annuity of £30, on the life of a gentleman aged 68; with Two Policies of Assurance on his life, for £300 and £250.—Sold for £610.

By Messrs. BROMLEY & SON.

Leasehold Dwelling House, No. 2, Nottingham-place, William-street, York-street, Commercial-road; term, 29 years from Lady-day last; ground-rent, £3 : 15 : 0; let at £21 per annum.—Sold for £150.

Leasehold, No. 3, Nottingham-place; same term and ground-rent; let at £18 per annum.—Sold for £140.

Leasehold, Ten Cottages, Willow-walk, Ilford, Essex; let at £74 : 4 : 0 per annum; also, Ground-rents, £12 per annum; held for 29 years from Christmas, 1858; ground-rent, £10.—Sold for £410.

Leasehold House and Premises, High-road, Ilford; term, 47 years from Midsummer, 1858; ground-rent, £3 : 10 : 0; let at £16 per annum.—Sold for £140.

Freehold, Three Cottages, Barking-lane, Ilford; let at £32 : 10 : 0 per annum.—Sold for £345.

By Messrs. DANIEL SMITH, SON, & OAKLEY.

Freehold and Copyhold, "High Hall Farm," Tollesbury, Essex; farm-house, out-buildings, &c.; and 277a. 1r. 4p. arable and meadow land; let at £230 per annum.—Sold for £6000.

By Messrs. NORTON, HOGGART, & TRIST.

Freehold Ground-rent of £80 per annum, secured upon an extensive property, Delce-lane, Rochester, Kent; 10a. 2r. 4p., with numerous tenements, &c., erected thereon.—Sold for £2010.

Freehold Dwelling House, No. 11, Triangle, Old Kent-road; let at £15 : 12 : 0 per annum.—Sold for £110.

Freehold, No. 12, Triangle; let at £15 : 12 : 0 per annum.—Sold for £125.

By Mr. GIBBS.

Freehold House, No. 21, Water-lane, Great Tower-street, City; let at £112 per annum.—Sold for £1500.

AT GARRAWAY'S.—By Messrs. GREEN & SON.

"The White Horse" public-house, 105, Long-acre; held for 61 years from Michaelmas, 1838, at £70 per annum.—Sold for £190.

"The Star and Garter" public-house, Poland-street, Oxford-street; held for 21 years from Christmas, 1847, at a rental of £67 per annum; let at same rent.—Sold for £40.

"The Cambridge Arms" beer-house, Adam's-terrace, Hampstead-road; held for a term of 21 years from Michaelmas, 1852, at a rent of £60 per annum, and let at same rent.—Sold for £250.

"The Champion" beer-house, Wells-street, Oxford-street; held for 9 years from Michaelmas, 1852, subject to the rent of £82 per annum.—Sold for £30.

"The Victory" beer-house, No. 1, China-row, Battle-bridge; held for 36¼ years from Michaelmas, 1848, at a rent of £18 per annum; let at £22 per annum.—Sold for £35.

AT THE MART.—By Messrs. BEADEL & SON.

Freehold and part Copyhold, Elmdon and Crishall, Essex, farm-house, homestead, labourer's cottage, &c., and 250a. 1r. 32p. arable and grass land.—Sold for £7000.

Freehold and Copyhold Farm, Elmdon, Essex, comprising farm-house, homestead, and also two allotments in Elmdon Fields; in all, 135a. 0r. 8p.—Sold for £3950.

Freehold and Copyhold, Catmere End, Littlebury; farm-house, homestead, &c.; in all, 56a. 2r. 17p.; let at £62 per annum.—Sold for £2350.

Freehold Allotment, Arable Land, Littlebury; Green-road, Littlebury, 12a. 1r. 36p.; let at £14 per annum.—Sold for £740.

Freehold and Copyhold Enclosure and Arable Land, "Broom Shot," Catmere End, Littlebury; 13a. 1r. 0p.; let at £15 per annum.—Sold for £660.

Copyhold Field, Pasture Land, close to the above; 3a. 2r. 22p.; let at £4 per annum.—Sold for £100.

Freehold, Ann's-wood, Catmere End, and several enclosures, arable, grass, and wood land, altogether 20a. 3r. 4p.; let at £11 per annum.—Sold for £1170.

Freehold Enclosure, Accommodation Land, White Hart-lane, Tottenham, Middlesex, containing 2a. 2r. 10p., with enclosed yard, loose boxes, &c.—Sold for £700.

By Messrs. BUCKLAND & SON.

Copyhold, two fields of Arable Land, near West Bedfont, Hanwell, Middlesex; the lane, and pear-tree close, and paddock adjoining, in all about 5a. 3r. 6p.—Sold for £350.

By Messrs. SPILLMAN & SPENCE.

Freehold, Four Houses, Church-st., West Ham, Essex; let at £31:4:0 per annum.—Sold for £85.

Freehold Residence, Broadway, Stratford, Essex; estimated value, £26 per annum; also a timber-built shop, &c., adjoining; let at £13 per annum.—Sold for £190.

Freehold Residence, adjoining the above; estimated value, £26 per annum.—Sold for £190.

Freehold Plot of Building Ground adjoining, frontage 40 feet.—Sold for £195.

AT GARRAWAY'S.—By Mr. MURRELL.

Leasehold Residence, "Howard Villa," Thistle-grove, Brompton; term, 61 years from Midsummer, 1817; ground-rent, £6; let at £40 per annum.—Sold for £230, fixtures included.

Freehold Detached Villa, "Grove Lodge," Thistle-grove, Brompton; let at £50 per annum.—Sold for £380, fixtures included.

Freehold Residence, No. 35, Gloucester-street, Queen's-square, Bloomsbury; let at £40 per annum.—Sold for £450.

Freehold Residence, No. 19, Gloucester-street; producing £67 per annum.—Sold for £425.

Freehold Residence, No. 13, Gloucester-street; producing £72 per annum.—Sold for £415.

An improved Net Rental of £25 per annum, arising from four houses, known as Walton-cottages, Cumberland-street, Marlborough-road, Chelsea; term, 32 years from Midsummer, 1858.—Sold for £325.

By Mr. R. PENNISTON DUNN.

Freehold, "The Bush Hotel," High-street, Farnham, Surrey; let at £42[5] per annum.—Sold for £5410.

AT THE MART.—By Messrs. DRIVER.—*July* 6.

Freehold, Battleshall Farm, and the Great Wood. Stapleford Abbotts, and Lambourne, Essex; farm-house, buildings, &c., 257a. 1r. 38p. arable, meadow, and pasture land; let at £310 per annum; also the Great Wood, 17a. 1r. 22p.—Sold for £8900.

Freehold Black Bush Farm, Essex; 167a. 1r. 25p. arable, meadow, and grazing land, with farm-house, farm-buildings, &c.; let at £230 per annum; also the Little Wood and Broom Grove, 11a. 0r. 28p.—Sold for £7500.

The Manor and Lordship of Battleshall; comprising about twenty copyhold and eight freehold estates; also Bourne Plain, about 143 acres.—Sold for £600.

Freehold Parcel of Arable Land, 8a. 1r. 0p.; Moulsham, Chelmsford, Essex; let at £14 per annum.—Sold for £320.

Freehold, The Lodge, Wood, and Lower Wood, Moulsham, Chelmsford; also a small plot of arable land, in all 85a. 3r. 29p.—Sold for £1850.

AT THE MART.—By Mr. BARNES.—*July* 7.

Freehold Farm, Kempston, Bedford, and North Crawley, Bucks; farm-house, buildings, &c., and 224a. 1r. 24p. arable and pasture land; let at £280 per annum.—Sold for £7000.

Freehold Dwelling House, No. 103, Drury-lane; let at £54 per annum.—Sold for £800.

Freehold Dwelling House, No. 23, Blackmoor-street, Drury-lane.—Sold for £450.

By Messrs. ROBERTS & ROBEY.

Leasehold House and Shop, No. 4, Conduit-street; term, 96¾ years, from September 29, 1840; ground-rent, £35; let at £100 per annum.—Sold for £460.

Freehold House and Baker's Shop, No. 6, Albion-terrace, Milton, Gravesend; let at £30 per annum.—Sold for £355.

By Messrs. MOORE & TEMPLE.

Freehold Private Houses, Nos. 13, 14, & 15, Canterbury-terrace, Cross-road, Ball's-pond; let at £50:17:0 per annum.—Sold for £690.

Freehold Private Houses, Nos. 33, 34, 35, & 36, King's-road, Ball's-pond-road; let at £88 per annum.—Sold for £1130.

Leasehold Shops, Nos. 8A, 9A, and 9, Phœnix-street, Somers-town; also two private houses, Nos. 56 & 57, Cosulton-street; term, 24 years, from Michaelmas next; ground-rent, £9:9:0; annual value, £172.—Sold for £860.

Leasehold House, No. 13, Anne-street, Waterloo-road; term, 38 years, from Lady-day, 1858; ground-rent, £6; let at £28:12:0 per annum.—Sold for £165.

AT GARRAWAY'S.—By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold, Tapton Wood Farm, Denton and Swingfield, Kent; farm-house, buildings, and 300 acres of arable, pasture, hop and wood land; let at £250 per annum.—Sold for £6850.

Freehold, Craven Marsh Farm, Wittersham, Level Iden, Sussex; two closes, pasture-land, containing 95a. 0r. 38p.; let at £270 per annum.—Sold for £7600.

Freehold, Five Enclosures of Feeding Land, adjoining the above, containing about 63a. 0r. 29p.; let at £188 per annum.—Sold for £5500.

Freehold, Five Enclosures, Marsh Land, abutting on the above, containing 47a. 1r. 13p.; let at £122 per annum.—Sold for £3200.

Improved Leasehold Ground Rents; £69:6:0 per annum; secured upon coach-houses and stabling, Brunswick-mews, Brunswick-square, Middlesex; held for terms which will expire in 1893 & 1894.—Sold for £750.

By Mr. HARDING.

Reversionary Interest, One-sixth Share of £1667:0:1 3 per cent. Reduced Bank Annuities, and One-seventh Share of £275:6:10 like Bank Annuities, divisible on the death of a lady aged 70; One-seventh of produce of freehold house in New Cannon-street; also the produce of freeholds in Little Moorfields and Whitecross-street; let at £108 per annum.—Sold for £320.

A similar interest to the above, with additional interest, viz. One-seventh Share of £3050 Reduced Bank Annuities, contingent upon a gentleman aged 39 surviving the lady above referred to.—Sold for £315.

Property Sold and Bought in during the last Three Months.

	Sold.	Bought in.	Total.
April	£210,179	£280,448	£490,627
May	395,695	459,455	855,150
June	605,382	909,724	1,515,106
	£1,211,256	£1,649,627	£2,860,883

AT THE MART.—By Messrs. VENTOM & SON.

Leasehold Residences, Nos. 7 & 8, Victoria-terrace, Rochester-square, Camden-town; term, 97 years from Midsummer, 1849; ground-rent, £12:10:0; let at £80 per annum.—Sold for £405.

Freehold Marine Residence, No. 2, St. George's-terrace, Herne Bay, Kent.—Sold for £730.

Freehold and part Copyhold, "The Vine Hall Estate," Mountfield, near Hurst-green, Sussex; family mansion, outbuildings, numerous farm buildings, 33 cottages, the "Bell" Inn, 2 wheelwright's shops, blacksmith's shop, &c., and 578 acres of arable, meadow, hop, and wood land.—Sold for £11,500.

1a. 3r. 12p. Freehold Marsh Land, in Pevensey Level, Pevensey.—Sold for £150.

39a. 0r. 9p. Freehold Marsh Land, in Pevensey Level.—Sold for £3320.

16a. 2r. 7p. Freehold Marsh Land, in Pevensey Level, Bexhill.—Sold for £700.

By Mr. BECKLEY.

Leasehold, Two Houses and Shops, 16 & 17, Churchway, Euston-road; term, 41½ years from Lady-day, 1841; ground-rent, £17; let at £43:10:0 per annum.—Sold for £150.

Leasehold House with Shop, No. 37, Queen-street, Edgeware-road; term, 47 years from Midsummer, 1858; ground-rent, £7:7:0.—Sold for £350.

Lehsehold House and Shop, No. 18, Circus-street, Marylebone-road; term, 21 years from Lady-day, 1858; ground-rent, £6:6:0; let at £38 per annum.—Sold for £180.

By Mr. R. ROUGH.

Leasehold Private Houses, Nos. 12 & 13, William-street, Camden-road, Holloway; term, 80½ years unexpired; ground-rent, £5 per house; let at £27 each per annum.—Sold for £190 and £200 respectively.

Leasehold House, No. 53, Prince-street, Lower-road, Deptford; term, 70 years; ground-rent, £3; let at £30 per annum.—Sold for £250.

Freehold Residence, Eagle House, Broadstairs, Kent.—Sold for £745.

Freehold Residence, Barfield Cottage, Broadstairs, Kent.—Sold for £325.

Freehold Residence, Barfield House, Broadstairs; also, a Plot of Land, extending from the Parade to Albion-street.—Sold for £600.

By Mr. MOORE.

Leasehold, Seven Houses, William-street, Stepney; term, 65 years; ground-rent, £2:17:6 per annum each; let at £140 per annum.—Sold for £900.

Leasehold Residence, No. 4, Bedford-place, Commercial-road; term, 74 years from 1819; ground-rent, £4:16:0.—Sold for £300.

Leasehold, Nine Houses, Chatsworth-road, near Forest-gate Railway Station; term, 900 years; ground-rent, £2:14:6 each; let at £128 per annum.—Sold for £855.

Leasehold, Four Houses, Nos. 7 to 10, Broomfield-street, Poplar New-town; term, 99 years; ground-rent, £11; let at £67; 12:0.—Sold for £400.

AT GARRAWAY'S.—By Mr. HULLAH.

The Lease of Webb's Hotel, Regent's-circus, Piccadilly; held for a term of 9 years from 13th of October, 1858, at a rental of £400 per annum.—Sold for £1000.

London Gazettes.

Bankrupts.

TUESDAY, *July* 13, 1858.

CRITCHELL, ALFRED, Cabinet Maker, 1 Upper Dorset-pl., Clapham-rd. *Com.* Fane: July 24, at 11; and Aug. 20, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sol.* West, 3 Charlotte-row, Mansion-house. *Pet.* July 2.

HARRISON, JOSEPH MARTINDALE, Warehouseman, 15 Watling-st. *Com.* Fane: July 23, at 12.30; and Aug. 20, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Richardson & Sadler, 15 Old Jewry-chambers. *Pet.* July 10.

MIDDLETON, JAMES, Ironfounder, Westbromwich. *Com.* Balguy: July 26, and Aug. 16, at 10; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham. *Pet.* July 10.

TAFT, WILLIAM STRAFFORD, Whip Manufacturer, Birmingham. *Com.* Balguy: July 26 and Aug. 16, at 10; Birmingham. *Off. Ass.* Whitmore. *Sol.* Marshall, Eldon-chambers, Cherry-st., Birmingham. *Pet.* July 9.

TOMBS, ISRAEL, Horse Dealer and Pork Butcher, Newbury, Berkshire. *Com.* Goulburn: July 26 and Aug. 23, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Chidley, 10 Basinghall-st. *Pet.* July 12.

TOMSON, FREDERIC WILLIAM, Engineer, Coventry. *Com.* Balguy: July 24 and Aug. 14, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Marsden, Size-lane, Bucklersbury, London; or Reece, Birmingham. *Pet.* July 9.

YOUNG, GEORGE, Licensed Victualler, Crown Public-house, 1 Great St. Andrew-st., Seven Dials. *Com.* Fane: July 24 and Aug. 20, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Angell, 41 Watling-st. *Pet.* July 10.

FRIDAY, *July* 16, 1858.

APPLEFORD, RICHARD PERKINS, out of business, 15 Gloucester-rd., Regent's-park, lately carrying on business as a Cement Manufacturer in co-partnership with one John Winkfield, East Greenwich (Winkfield & Appleford). *Com.* Evans: July 22, at 2; and Aug. 26, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Perry, 2 Guildhall-chambers. *Pet.* July 12.

INGHAM, WILLIAM, Innkeeper, Bowling-back-lane, Bradford. *Com.* Ayrton: Aug. 2, at 11.30; and Aug. 27, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Bentley & Wood, Bradford; or Cariss & Cudworth, Leeds. *Pet.* July 15.

KITSON, JOHN, Licensed Victualler, Stoke-upon-Trent. *Com.* Balguy: July 29 and Aug. 19, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham; or Slaney, Newcastle-under-Lyme. *Pet.* July 15.

RIGBY, RICHARD, Licensed Victualler, Liverpool. *Com.* Perry: July 27 and Aug. 23, at 11; Liverpool. *Off. Ass.* Bird. *Sols.* Anderson & Collins, Castle-st., Liverpool. *Pet.* July 10.

SHINTON, JOHN, Tea and Provision Merchant, Wolverhampton, and at Stourbridge, Worcestershire (Dakin, Shinton, & Co.) *Com.* Balguy: July 29 and Aug. 19, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Hayes, Wolverhampton. *Adjn.* July 13.

SKEEN, EDWIN ALLEN, Timber Merchant, 24 Montague-st., Spitalfields. *Com.* Fane: July 29, at 1; and Aug. 27, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Shepheard, 24 Moorgate-st. *Pet.* July 14.

SMALL, JOHN, Innkeeper, Pangbourne, Berks. *Com.* Fane: July 29, at 12.30; and Aug. 27, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Holmes, Great James-st., Bedford-row; or Clark, Reading. *Pet.* July 7.

THORPE, JOHN, Grocer, 27 Warrington-st., Ashton-under-Lyne, Lancashire. July 50, and Aug. 20, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Darnton, Ashton-under-Lyne. *Pet.* July 7.

WORMALD, THOMAS, Licensed Victualler, Manchester. July 27 and Aug. 24, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Andrew, Manchester. *Pet.* July 8.

BANKRUPTCIES ANNULLED.

FRIDAY, *July* 16, 1858.

BROOKS, REUBEN, Auctioneer & Picture Dealer, 21 Tichborne-st., Haymarket, late of Pulace Club-chambers, King-st., St. James's (Brooks & Co.) July 16.

DE VEAR, THOMAS SAMUEL, Currier & Leather Seller, now or late of 7 Clifton-rd., St. John's-wood. June 11.

MEETINGS.

TUESDAY, *July* 13, 1858.

BLACKWELL, JOHN HOWARD, Smethwick, Staffordshire, GEORGE BENNET, Wombourn, Staffordshire (J. H. Blackwell & Co., Smethwick), Iron Masters; G. Bennet having also formerly traded as an Iron Master at Kingswinford. *Div.* Aug. 4, at 10; Birmingham. *Com.* Balguy.

BRADBURY, HENRY, Butcher, Tunstall, Staffordshire. *Last Ex. (from adj. sine die)*, Aug. 6, at 10; Birmingham. *Com.* Balguy.

HUGHES, ROBERT, Upholsterer, 115 Piccadilly. *Div.* Aug. 5, at 1.30; Basinghall-st. *Com.* Fane.

KEAT, WILLIAM HENRY JOHN, & DANIEL JACKSON ROBERTS, Merchants, 3 Rood-lane, and Prince Edward's Island. *Div.* Aug. 4, at 12.30; Basinghall-st. *Com.* Fonblanque.

SMITH, JOSEPH, WILLIAM SMITH, & ISAAC NICHOLS (J. Smith & Co.), Worsted Spinners, Bowling, Bradford, Yorkshire. *Div.* Aug. 3, at 11; Commercial-bldgs., Leeds. *Com.* Ayrton.

WOOLY, LAWRENCE, Oil Cloth Manufacturer, Gorton Brook and Manchester. *Div.* Aug. 5, at 12; Manchester. *Com.* Skirrow.

FRIDAY, *July* 16, 1858.

BROWN, JOHN, & GEORGE WILLIAM MORRIS, Contractors for Public Works, Chatham, Rochester, and Gillingham. *Prf. of Dbts.* July 27, at 2; Basinghall-st. *Com.* Holroyd.

HARDING, WILLIAM, Builder, Lewisham and Margate, Kent. *Div.* Aug. 6; at 12.30; Basinghall-st. *Com.* Fane.

HEMMING, ALFRED JONES, Licensed Victualler, Birmingham. *Div.* July 31, at 11.30; Birmingham. *Com.* Balguy.

JAMES, ABRAHAM HENRY, & THOMAS ROBERTS, Builders, Newport, Monmouthshire. *Last Ex. (from adj. sine die)*, Sept. 3, at 11; Bristol. *Com.* Hill.

LAST, GEORGE EVERITT, Manure Merchant, Old Heath, Colchester. *Last Ex.* July 28, at 1.30; Basinghall-st. *Com.* Goulburn.

THOMAS, DANIEL, Draper, Carnarvon. *Div.* Aug. 10, at 11; Liverpool. *Com.* Perry.

WEBB, ROBERT GEORGE, Draper, Liverpool. *Div.* Aug. 9, at 11; Liverpool. *Com.* Perry.

DIVIDENDS.

TUESDAY, *July* 13, 1858.

BARBER, JAMES, Upholsterer, Chichester. First, 3*s.* 3*d.* *Lee*, 20 Aldermanbury; July 14, 11 to 2.

BRITTEN, JOHN, Dealer in Braids, 32 Noble-st. First, 2*d.* *Lee*, 20 Aldermanbury; July 14, 11 to 2.

EADE, GEORGE, Marine Store Dealer, 21 Bermondsey-wall. First, 10½*d.* *Lee*, 20 Aldermanbury; July 14, 11 to 2.

FROGGATT, THOMAS, & WILLIAM FROGGATT, Cotton Spinners, Oldham. First, 8*s.* 3*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

HALL, JOHN, Mill Maker, Dudley, Worcestershire. First, 6*s.* 3*d.* *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

INGALL, HENRY, Wine Merchant, 23 Crutched-friars. First, 1*s.* 1½*d.* *Edwards*, 22 Basinghall-st.; July 14, and three subsequent Wednesdays, 11 to 2.

JACKSON, PETER, & JAMES VAISSIEU, Brace, Belt, and Garter Manufacturers, 76 Aldermanbury. First, 10*s.* *Edwards*, 22 Basinghall-st.; July 14, and three subsequent Wednesdays, 11 to 2.

LEMERE, HENRY BEDFORD, Draper, 3 High-st., Notting-hill. First, 1*s.* 0½*d.* *Edwards*, 22 Basinghall-st.; July 14, and three subsequent Wednesdays.

NORTON, JAMES, Silk Dyer, Macclesfield. First, 1*s.* 3*d.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

TRAVIS, GEORGE, Flour Dealer, Oldham. Second, 3½*d.* *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

TURNER, THOMAS, & THOMAS TURNER, jun., Boot & Shoe Maker, Liverpool. First Div. 7½*d.* *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 to 2.

WHITNALL, C. J., Tailor, Canterbury. First, 4*s.* *Lee*, 20 Aldermanbury; July 14, 11 to 2.

FRIDAY, *July* 16, 1858.

KEYNES, WILLIAM & THOMAS CUSSE, Auctioneers, Salisbury. First, 3*s.* *Cannan*, 18 Aldermanbury; any Monday before Aug. 7, or after Oct. 4, 11 to 3.

KNIGHT, LEWIS SMITH, Hardwareman, Manchester. First, 11*s.* 6*d.* *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

NICHOLS, HILDYARD, Corn Merchant, Bedford. Second, 9*d.* *Cannan*, 18 Aldermanbury; any Monday before Aug. 7, or after Oct. 4, 11 to 3.

PAUL, JAMES, sen., Brewer, Athol-pl., Southsea, and St. George's-sq., both in Portsea. Second, 3*d.* *Cannan*, 18 Aldermanbury; any Monday before Aug. 7, or after Oct. 4, 11 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting*

TUESDAY, *July* 13, 1858.

ARNOLD, BENJAMIN PAIN, New Cannon-st., Manchester. Aug. 4, at 12; Manchester.

BAILEY, THOMAS, Joiner and Builder, Oldham, Lancashire. Aug. 5, at 11; Manchester.

BEDESFORD, BENJAMIN, Stonemason, Belper, Derbyshire. Aug. 3, at 10.30; Shire-hall, Nottingham.

CHARTRES, JAMES, Seedsman and Florist, 74 King William-st., and Hangerlane, Tottenham. Aug. 3, at 12; Basinghall-st.

NICHOLLS, JOHN, Flour and Provision Merchant, Newport, Monmouthshire. Aug. 3, at 11; Bristol.

RATCLIFFE, WILLIAM, Baker, Chalford, Bisley, Gloucester. Aug. 9, at 11; Bristol.

SCAMPTON, ROBERT, Worsted Spinner, Leicester. Oct. 26, at 10.30; Shire-hall, Nottingham.

TOMS, JOSEPH, Builder, Bartholomew-st., Exeter. Aug. 5, at 1; Queen-st., Exeter.

WILD, WILLIAM, Carman, Counter-st., Southwark, Surrey. Aug. 4, at 11.30; Basinghall-st.

FRIDAY, *July* 16, 1858.

BRIGG, FRANCIS, Lodging-house Keeper, 75 Oxford-ter., Hyde-park. Aug. 10, at 1; Basinghall-st.

DEVEREUX, THOMAS HERBERT, Tailor, Stockton, Durham. Aug. 9, at 12.30; Royal-arcade, Newcastle-upon-Tyne.

FENNELL, HENRY EDWARD, & CHARLES WILLIAM CHANTRELL, Brewers, Shirley, co. Southampton. Aug. 6, at 12; Basinghall-st.

HARDSTAFF, JOHN HENRY, Chemist & Druggist, 134 Islington, Birmingham. Aug. 6, at 10; Birmingham.

HOLLICK, FREDERIC, Chemical Colour Manufacturer, 5 Flowers-ter., Campbell-rd., Bow, and Mill Hill Works, Old Ford, Middlesex. Aug. 6, at 11; Basinghall-st.

SANSOM, JAMES, Grocer, Birmingham. Aug. 6, at 10; Birmingham.

STAINTON, MATTHEW, Iron Founder, South Shields. Aug. 11, at 12; Royal-arcade, Newcastle-upon-Tyne.

STEPHENSON, JAMES, Timber Merchant, Hartlepool, and West Hartlepool. Aug. 10, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

THORMAN, JOSEPH, jun., Commission Agent, Newcastle-upon-Tyne (Thorman & Co.) Aug. 12, at 1; Royal-arcade, Newcastle-upon-Tyne.

WILLATT, JOHN, THOMAS WILLIAMS, & RICHARD WILLIAMS, Earthenware Manufacturers, Hanley, Stoke-upon-Trent, Staffordshire (Willatt & Williams). Aug. 6, at 10; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 13, 1858.

BARNSLEY, HENRY, Draper, Cradley Heath, Worcestershire. July 12, 2nd class.

DICKINSON, JOHN GLADWIN, Draper, 30 Robertson-st., Hastings. June 30, 2nd class.

GARDNER, WILLIAM, Miller, Birmingham, formerly of Horley Mill, near Banbury. July 5, 2nd class.

GREEN, JOSEPH, Stone Merchant, Kerridge, Prestbury, Cheshire. July 6, 2nd class.

HAYWARD, JOHN, Miller & Baker, Warwick and Milverton. July 9, 3rd class.

HOULISTON, ALEXANDER, Cook & Confectioner, 8 Park-ter., Park-rd., Regent's-park. June 30, 2nd class.

LEWIS, EDWARD, & JOSEPH LEWIS, Grocers, 42 & 43 High-st., Marylebone. July 1, 3rd class to E. Lewis, to be suspended for 12 mos.; and 3rd class to J. Lewis, to be suspended for 6 mos.

M'EACHEN, MALCOLM, Cork Manufacturer, Liverpool. July 7, 1st class.

MEREDITH, LEWIS, Grocer, Hop and Seed Dealer, Shrewsbury and Church Stretton. July 5, 2nd class.

PRIDGEON, FREDERICK, Corn and Bran Merchant, King's Lynn, Norfolk. July 6, 2nd class.

RIDSDALE, THOMAS, Grocer and Oilman, 21 Bradley-ter., Wandsworth-rd. July 6, 2nd class.

SHAW, GEORGE, Iron Master, Leeds. July 2, 2nd class, subject to a suspension for 12 mos.

SHELDON, ANNE JANE, Licensed Victualler, Birmingham. July 5, 2nd class.

SHINGLER, EDWARD, Boot and Shoe Maker, Birmingham. July 5, 2nd class.

TOMPSON, THOMAS, Builder, Maidstone. July 7, 1st class.

FRIDAY, *July* 16, 1858.

CHITTY, HENRY JOHN, Linen Draper, Farnham, Surrey. July 9, 2nd class.
EVERSHED, THOMAS, & CHARLES BENJAMIN WHITCOMB, Soap Manufacturers, Gosport. July 9, 2nd class, to each.
HOMAN, JULIUS, Wholesale Clothier, 7 Russia-row, Milk-st., Cheapside. July 9, 2nd class.
LANCASHIRE, HENRY JOSEPH, Spirit Merchant, Dudley, Worcestershire, and Bilston, Staffordshire. July 9, 2nd class.
LENNEY, THOMAS, Manufacturer of and Dealer in Boots and Shoes, North Shields. July 8, 3rd class, subject to a suspension until Sept. 8.
REDMAYNE, MATTHEW, Butcher, Hulme, Lancashire. July 7, 2nd class.
SEATON, HENRY, Woollen Draper, Chelmsford. July 10, 2nd class.

Professional Partnership Dissolved.

TUESDAY, *July* 13, 1858.

RYMER, WILLIAM HENRY, & HOWARD WILLIAM MANSFIELD JACKSON, Attorneys and Solicitors, 26 Charles-st., St. James's, Middlesex; by mutual consent. July 12.

Assignments for Benefit of Creditors.

TUESDAY, *July* 13, 1858.

ATKINSON, GEORGE, Ironmonger, Lowgate, Kingston-upon-Hull. June 18. *Trustee*, C. Johnson, Accountant, Kingston-upon-Hull. *Sols.* Lightfoot, Earnshaw, & Frankish, Kingston-upon-Hull.
COUZENS, GEORGE, Ropemaker, Devizes. July 7. *Trustees*, J. Unite, 130 Edgware-rd., Paddington; J. H. Maggs, Melksham, Wilts, both Rope Manufacturers; G. T. Sainsbury, Coal Merchant, Rowde, near Devizes. Creditors to execute before Oct. 7. *Sols.* Newman & Hindley, 68 Cheapside.
HAND, SELBY, Agricultural Implement Maker, Glinton, Northamptonshire. June 26. *Trustee*, W. Allatt, Farmer, Glinton. Creditors to execute before Aug. 26. *Sol.* Brown, Market Deeping.
HETHERINGTON, JOHN, Farmer, Newton, Cumberland. July 8. *Trustee*, J. Scott, Gent., Penrith. Creditors to execute before Sept. 8. *Sol.* Brunskill, Penrith.
HOOD, WELLS, Wine, Spirit, and Seed Merchant, York. July 2. *Trustees*, T. Hood, Wine and Spirit Merchant, Stamford Bridge, York; J. Smith, Farmer, Humburton. Creditors to execute before Sept. 2. *Sol.* Pearson, Great Blake-st., York.
MORGAN, JEREMIAH, Grocer, Dawley Green-lane, Dawley, Salop. July 6. *Trustees*, W. Greenhalgh, Grocer, Dawley; E. Clayton, Grocer, Dawley. Creditors to execute before Sept. 6. *Sol.* Taylor, King-st., Wellington.
YOUNG, THOMAS, Ship Chandler, Sunderland. June 30. *Trustees*, W. Carling, Shipowner, J. Horsfield, Merchant, E. Bailey, Plumber, all of Sunderland. *Sols.* Ranson & Son, Sunderland.

FRIDAY, *July* 16, 1858.

BILLINGHURST, SAMUEL, Farmer, West Malling, Kent. June 31. *Trustees*, J. S. Viner, and William Viner, Linen Drapers, West Malling. *Sols.* Norton & Son, West Malling.
BOWERS, ELI, Innkeeper, Stafford. June 23. *Trustees*, J. Brewster, Malster, Stafford; J. Brewster, Miller, Stretton, Staffordshire. Creditors to execute before Aug. 22. *Sol.* Collis, Stafford.
BREARLEY, BENJAMIN, Stone Mason, Liverpool. June 22. *Trustee*, G. E. Holt, Accountant, Liverpool. *Sol.* Martin, 24 Devonshire-pl., Everton, Liverpool.
FEATHERSTONE, JAMES, Engineer, Clayton, near Manchester. June 25. *Trustee*, J. Pickles, Iron Merchant, Manchester. *Sols.* Slater & Myers, 16 Tib-lane, Manchester.
GRIMWADE, WILLIAM, Baker, Beccles. July 12. *Trustees*, W. H. Leavold, Miller, Beccles; W. W. Gamham, Mercer, Beccles. Creditors to execute on or before Aug. 9. Indenture lies at counting-house of W. W. Gamham, Beccles.
PONTING, HENRY, Wine & Spirit Merchant, Malmesbury. June 26. *Trustee*, J. Collier, Gent., Vauxhall, Surrey. *Sols.* Shaen & Grant, Kennington-cross.
ROBSON, JOHN, Coal Dealer, Dartford, Kent. July 13. *Trustees*, G. Waller, Coal Merchant, Dartford; N. Langlands, Grocer, Dartford. Creditors to execute before Sept. 13. *Sol.* Gibson, Dartford.
VIPOND, JOHN, Ironmonger, Penrith, Cumberland. July 9. *Trustees*, J. Ridley, Provision Dealer, Cockshaw House, Hexham, Northumberland; C. Varty, Auctioneer, Penrith. Creditors to execute before Sept. 9. *Sol.* Fairer, Penrith.
WELLS, FRANCIS, Butcher, Chipping Norton, Oxfordshire. July 9. *Trustees*, J. Hutt, Farmer, Watereaton, Oxfordshire; J. Biggerstaff, Woolstapler, Chipping Norton. Indenture lies with Mr. Pryer, Chipping Norton.

Creditors under Estates in Chancery.

TUESDAY, *July* 13, 1858.

CREAM, ROBERT, Surgeon, Long Melford, Suffolk (who died in June, 1853). Cream *v.* Cream, V. C. Kindersley. *Last Day for Proof*, July 31.
DENNIS, WILLIAM, General Dealer, Stone, Kent (who died in Dec., 1856). Paine *v.* Stiles, M. R. *Last Day for Proof*, Oct. 24.
DIXON, RALPH, Coal Owner, Durham (who died in Mar., 1858). Dixon *v.* Green, V. C. Wood. *Last Day for Proof*, Nov. 1.
JACKSON, SAMUEL, Esq., late of Falmouth, Jamaica, and of Alfred-pl., Bedford-sq., Middlesex (who died on Mar. 13, 1857). Re Jackson's Estate, Dawson *v.* Peyton, V. C. Stuart. *Last Day for Proof*, Nov. 12.
SHEPHERD, JOHN, Gent., Sear Green, Bucks (who died in Feb., 1853). Re Shepherd's Estate, Whittaker *v.* Beeson, V. C. Wood. *Last Day for Proof*, July 30.
SMITH, EDWIN, Innkeeper, Derby (who died in July, 1856). Smith *v.* Brown, M. R. *Last Day for Proof*, Oct. 29.
SMITH, HANNAH, Widow of Edwin Smith, Derby (who died in Aug., 1856). Smith *v.* Brown, M. R. *Last Day for Proof*, Oct. 29.
WALSH, EMILY, Widow of Percival Walsh, jun. (who died in April, 1847). Walsh *v.* Walsh, V. C. Kindersley. *Last Day for Proof*, Aug. 3.

FRIDAY, *July* 16, 1858.

BELL, MICHAEL ANGELO, Builder, 17 Macclesfield-st., Hulme, near Manchester (who died in Nov., 1857). Re Bell, Consolidated Investment & Assurance Company *v.* Bell, V. C. Stuart. *Last Day for Proof*, Aug. 2.
FLEMING, WILLIAM, Farmer, Holme-upon-Spalding Moor, Yorkshire (who died in May, 1856). Fleming *v.* Fleming, V. C. Stuart. *Last Day for Proof*, Aug. 6.
HARRIS, JOHN WILLIAM, Corn Merchant, Liverpool (who died in April, 1858). Re Harris' Estate, Dickinson *v.* Harris, M. R. *Last Day for Proof*, Nov. 3.
RAILTON, JOSEPH, Smittlegarth, Torpenhow, Cumberland (who died in Dec., 1856). Sergeant *v.* Railton, V. C. Wood. *Last Day for Proof*, Aug. 9.

Winding-up of Joint Stock Companies.

TUESDAY, *July* 13, 1858.

UNLIMITED, IN CHANCERY.

PADIHAM COTTON LEAGUE COMPANY.—V. C. Kindersley, on July 9, appointed Mr. George Harvey Jay, Accountant, 10 Old Jewry-chambers, Official Manager of this Company.
UNIVERSAL PROVIDENT LIFE ASSOCIATION.—The Master of the Rolls will, on July 21, at his Chambers, proceed to make a call for 17. 5s. per share on all the contributories of this Company.

LIMITED, IN BANKRUPTCY.

SUNKEN VESSELS RECOVERY COMPANY (LIMITED).—Mr. Com. Perry will sit on July 29, at 12, at the Court of Bankruptcy, Liverpool, to receive proof of debts.

FRIDAY, *July* 16, 1858.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V. C. Wood, upon the application of the Official Manager of this Company, hath peremptorily ordered that a Call of £1 per share be made on all the Contributories of this Company, and that each Contributory, on or before July 23, pay the same to Robert Palmer Harding, Official Manager, at his office, 5 Serle-st., Lincoln's-inn.
HOME COUNTIES & GENERAL LIFE ASSURANCE COMPANY.—V. C. Kindersley will proceed, on July 26, at 12, at his Chambers, to settle the list of Contributories of this Company.
MITRE GENERAL LIFE ASSURANCE, ANNUITY, AND FAMILY ENDOWMENT ASSOCIATION.—A petition for the dissolution and winding-up of this Company was presented to the Master of the Rolls, by Charles Eyre, on July 15. Denton, Kinderley, Domville, & Lawrence, 6 New-sq., Lincoln's-inn, Sols. for Charles Eyre.

Scotch Sequestrations.

TUESDAY, *July* 13, 1858.

KENWORTHY, MARTIN, formerly of 40 Broad-st.-bldgs., London, now residing in Chapel-lane, High-st., Falkirk. July 20, at 2; Crown-hotel, Falkirk. *Seq.* July 9.
KIRK, THOMAS, Smith, Millwright, &c., Glasgow. July 16, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 8.
TEMPLETON, ANDREW, Cabinet Maker, Great Clyde-st., Glasgow. July 20, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 8.

FRIDAY, *July* 16, 1858.

BAIRD, JOHN, Seed Merchant and Baker, Alloa. July 23, at 12; Royal Oak-hotel, Alloa. *Seq.* July 9.
BROWN, WILLIAM, Potato Dealer, Bridgeton, Glasgow. July 22, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 12.
GRAHAM, WILKINSON, Slater, Glasgow, deceased. July 23, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 12.
LETTON, WILLIAM HENRY (Letton & Storrier), Clothier and General Outfitting Merchant, Edinburgh. July 26, at 2; Dowells & Lyon's Rooms, George-st., Edinburgh. *Seq.* July 14.
SHAND, WILLIAM, Merchant, Dufftown, Banffshire. July 21, at 1; Fife Arms-hotel, Dufftown, Banffshire. *Seq.* July 12.
THOMSON, PETER, Cabinet Maker, West Howard-st., Glasgow. July 23, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 13.
TURNER, JANE, & ROBERT TURNER (Turner & Son), Fish Curers, Perth. July 26, at 12; Solicitors' Library, County-bldgs., Perth. *Seq.* July 12.

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THE SOLICITORS' JOURNAL.

LONDON, JULY 24, 1858.

CORRUPT ELECTION PRACTICES.

The judges are not much to be blamed for findmg some difficulty in construing the Bribery Act; for the House of Commons has now been engaged for a considerable time on several evenings in the futile endeavour to understand what they enacted a short time ago, and by what form of words the prohibitions and provisoes of the statute may be brought into agreement with the general views of Parliament on the subject of bribery. Notwithstanding the morbid sympathy for the candidate's pocket, which some honourable members were accused of feeling, the decided inclination of the House appears to be, to allow themselves the privilege of bringing their free and independent electors to the poll in omnibuses and cabs. As Mr. Bernal Osborne observed, electors seem to think that walking to the poll is subversive of the British constitution, and that it is quite as important to be driven up to the hustings in a hackney cab, covered with blue or yellow placards, as to record a vote for the right candidate. Whether these views are abstractedly sound or not we do not care just now to inquire, and are content to accept as a fundamental principle of the constitution the decision of the House of Commons, that electors ought to be driven to the hustings at the candidate's expense. The difficulty is to secure this valuable privilege without opening a door for a little bribery. Who can pretend to say exactly what the legitimate cost of a particular journey may be? and, if he could, what candidate would think of taxing his voters' bills with all the rigour necessary to comply with the severity of a law which would vitiate an election for a payment of a single penny n excess of the real price of a railway ticket?

In fact, so difficult was it to settle the great question of travelling expenses, that Parliament deliberately left it uncertain in the Act which is now undergoing amendment. It was impossible to say whether travelling expenses came within the terms of a clause which forbad the giving of money, directly or indirectly, to any voter to induce him to vote. But at the time when the Bill passed, the feeling of Parliament was so doubtful that no one ventured to propose a distinct provision either allowing or prohibiting travelling expenses. A sort of compromise was tacitly agreed to, viz. to leave the general clause purposely doubtful, and to throw upon the Courts the duty of finding out what was the intention of a legislature which had no particular intention on the subject. This, if we remember right, was the history of the original Act, and it exonerates Parliament from the charge of having expressed its meaning obscurely by showing that it had no meaning to express. But, having thus indirectly delegated to the judges the duty of legislating on the lawfulness of paying a voter's cabman, Parliament must have been very disappointed to find that when the anticipated law-suit had gone through all its stages, and the statute had been discussed by all the judges and half the law lords, the moot point was just as far as ever from being settled. *Cooper* v. *Slade* only decides the very smallest point in the world. If a candidate promises to pay a voter his travelling expenses conditionally on his voting for the candidate who makes the promise, he is guilty of bribery within the Act. This is the opinion of the majority of the judges and the decision of the House of Lords. But a multitude of other questions are left wholly undetermined. If the candidate makes no promise at all, but simply pays every voter who, after giving his vote for him, applies to be reimbursed his travelling expenses, there is nothing to determine whether an offence has been committed or not. Even if a previous promise is given, the prevailing opinion seems to be, that it is no bribery, unless coupled with a condition of voting for the promiser. But on this, as on all the other questions which spring out of the Act, there is abundant room for difference of opinion. Mr. Baron Watson, for instance, thinks that it would be equally a violation of the Act, if the promise was to pay money conditionally on the elector voting at all, whether for the candidate who made the promise, or for his opponent, inasmuch as the candidate might rely (though, perhaps, erroneously) on the vote being given the right way. According to the learned Baron, indeed, it would seem that even an unconditional promise to pay the elector's travelling expenses ought to be regarded as an inducement to vote, and, therefore, as bribery within the Act. The litigation, in short, while settling one doubt, has suggested half a dozen more, and left the whole question of the legality of travelling expenses at least as obscure as ever.

After such a result from its original attempt at legislation on the subject, it might have been supposed that Parliament would have given up the open-question system of using ambiguous words to conceal its incapacity to agree upon any settlement. But the same policy is now being followed in the Amendment Bill, and notwithstanding the practical rebuke which is conveyed by the case of *Cooper* v. *Slade*, it is still proposed to leave the legality of payments for travelling expenses almost as uncertain as if it rested on the same form of words which the Courts have found it so difficult to interpret. The House of Commons, while prohibiting actual payments to a voter, has agreed to allow a candidate to convey electors at his own expense. The distinction will probably be found more imaginary than real, for thousands of ways will soon be discovered by which a payment made to the owner of a conveyance may become as effectual a means of bribery as any of the contrivances which the late Act was intended to put down. Abundance of cases, quite as intricate as *Cooper* v. *Slade*, are likely enough to be furnished for the occupation of the fifteen judges. One very simple plan (which seems to have been actually practised) would be to pay a cabman a certain sum for every voter he could bring to the hustings in the right interest; and in a large constituency, whose votes commanded only a moderate price, a good trade might be done in this way without the appearance of any very suspicious liberality to the Jehus retained.

An ingenious suggestion, made in the course of the debate, was, that a fixed rate of a shilling a mile should be allowed to be paid for travelling expenses, so that one candidate might not get any advantage over the other by offering more liberal terms. Nothing could show more clearly the consciousness that the legalisation of travelling expenses was in fact the legalisation of bribery; and certainly no more convenient method of corruption could be chosen than for the voter to take a journey just before the election, and be brought back at a profit of tenpence a mile.

However this may be, if the House of Commons is bent on allowing travelling expenses at all, the least it can do is to put into rather clearer shape than it did before the very nice distinctions which it draws between legitimate and corrupt expenditure.

Without endorsing all the high-flown declamation about the duty of the elector to exercise his constitutional privileges at his own expense, we have some difficulty in understanding what can be the inducement to members of the House of Commons to sanction the practice of squandering thousands of pounds at every election, for the sake of gratifying their voters by a gratuitous ride. One side must gain about as much as the other in the long run; and even those who have once or twice succeeded in buying up all the vehicles, and securing all the public-houses in a county, might be glad to repose upon their laurels, and agree in future to have no conveyances for either party. But we suppose that candidates must be the best judges of their own interest, and if they like to stand the expense of driving a whole county about for a couple of days, we have nothing to say against it, and only hope that they will tell us, in intelligible language, what limits they intend to impose on the singular diversion to which they appear so much attached.

AN INGENIOUS FOREIGNER.

The Directors of the Royal British and of the London and Eastern Banks, the two brothers Hall, solicitors and breeders of horses, and the bankers of Kettering, who speculated through a clergyman in foreign mines and gasworks, have successively figured in the Court of Bankruptcy as examples of stupendous fraud or folly. To these indigenous specimens of commercial nature we have now to add an accomplished German adventurer, named Heldmann, whose remarkable career in England has resulted in the total refusal of his certificate by Mr. Commissioner Fane, on Thursday in last week. The bankrupt, it is stated, made a speedy departure from the court. We could have cordially wished that there had been funds and a prosecutor to punish him as his roguery deserved; but, as the existing law affords small help to avenging justice, we can only hope that its terrors may prove adequate to banish this plausible knave from English soil, so that his extraordinary talents for business may hereafter be exercised among some other people, with whom thousands of pounds are neither so abundant nor so easily wheedled out of the owners' pockets as would seem to be the case here.

One cannot but admire the singular capacity of a man who had not only mastered our difficult language so as to write almost daily long letters with scarcely a flaw of idiom, but had also studied the weak points of our national character with very considerable success, and large though temporary profit. Probably, if a small share of honesty had been added to his intellectual gifts, Mr. Heldmann might, in a few years, have enjoyed a suburban residence and a carriage at his own, instead of his victims' cost. He came to London in 1854, with a capital of £100. We have heard of strangers arriving in the same city with a much lighter purse than his, and possessing the capacity which he had, and the integrity which he wanted, they have, in days when patient plodding was commoner than it is now, gradually acquired fortunes, and made for themselves famous commercial names. But our hero was of the new and more rapid school of mercantile adventurers, so he began operations, in 1854, with a surplus of £100, and he finished, in 1857, with a deficiency of £17,000. He commenced business as a laceman on rather a modest scale, and he soon saw himself worth £900 less than nothing. But he understood and retrieved his first error. Perceiving that appearances were everything, he removed to more spacious premises, and found and availed himself of facilities for fitting them up handsomely. He employed nine trade servants, and he took and furnished a villa at St. John's-wood, and drove to town daily in a barouche. By these judicious measures he speedily filled his warehouse with goods obtained on credit, and it is not to be supposed that the admirable invention of paper money lost any of its wonted efficacy in his able hands. He was capable, too, of writing to manufacturers of lace in the most elevated and pathetic style, and it is only reasonable to believe that in addressing the consumers of that fabric his eloquence proved equally seductive. Accordingly we find that he married an English lady, who was the daughter of one and the sister-in-law of another—and his largest—creditor. This gentleman and his brother had succeeded their father in an established business and considerable property at Nottingham; and they have lost £15,000, and been brought to bankruptcy, by blindly trusting a hypocritical German, whose history and character they must have known were dubious, and whose ostensible prosperity they might well have suspected had been dearly purchased with the proceeds of their own goods. We have formed, from our perusal of his examinations and correspondence, the very highest estimate of Mr. Heldmann's qualities for business; but still it is plain that such a career as his would not be possible unless there were, on the one hand, most respectable manufacturers ready to sell, and on the other hand wholesale houses of the very highest position equally ready to buy, without asking inconvenient questions, or, at least, without insisting on more than vague and inconclusive answers to them.

We remember that Mr. Layard, in his well-known book on Nineveh, describes an interview which he had with an influential Turk, somewhere on his journey from the Black Sea to the site of the ruined cities. "Where are you going?" asks the Turkish dignitary. "God knows!" answers the traveller, not unskilled in Oriental nature. "What is your business?" "What God pleases;" and more in the same style. These answers, says Mr. Layard, might elsewhere have been considered as evasive, but they produced on the pious Turk exactly the right effect. Our German adventurer adopted very much the same artifice, and addressed his uneasy creditors in the serene language of English Protestant piety and religious hope. In November last—a time of general alarm—Messrs. Oliver, of Nottingham, were growing anxious at the multiplication of Heldmann's unpaid acceptances; so he sits down and writes to them from "13, Gutter-lane, Cheapside, London, E. C.," to ask, "what is life without faith?—faith in a protecting arm." He exhorts to unity and to acts becoming Christian men. "Let us cheer and support each other," is his advice; and so, when sunshine comes again, and looking back at the past crisis, "we shall then rejoice with great rejoicing." It unfortunately happens that this exhortation, however admirable in spirit and expression, has been miserably falsified by events. Sunshine has not come to Messrs. Oliver, nor did they escape the perils of the times, and we fear that for them the day of rejoicing is still far distant.

It is probable that few Englishmen, carrying on business amid the sober practical influences of Gutter-lane, would be capable of presenting to their correspondents such a poetical and religious view of the commercial crisis of last autumn, as is contained in the letters of the bankrupt Heldmann to Messrs. Oliver. He tells them of his own inconceivable trials, and of the awful calamities then falling upon houses of the longest standing, and he exhorts to "mutual sacrifices and mutual allowances," by which he and his credulous friends may pass safely through the storm. "At this time," he writes, "we want the head clear, and whatever interferes with the head only augments difficulties without alleviating the evil." And again, after describing the fearful impression produced by a recent failure for two millions, "We must do all we can, and let us keep up our spirits, or surely we should lose the sail, and the ship would be tossed about." Certainly these arguments for equanimity amid general panic must have been peculiarly edifying to those who knew that the losses which they with too much reason dreaded, would fall upon themselves, while they might have suspected, if they had any sense, that any possible benefit from their anxieties and sacrifices

would be appropriated on some plausible pretence by this preacher of a sublime stoicism. Our philosopher sits in his counting-house in Gutter-lane, and surveys with unmoved mind the tossing waves of trouble, in which a great commercial community is struggling for bare life. The cares of less enlightened men vex not his elevated soul, and from the secure heights of religious contemplation, he looks down calmly upon the progress of calamities from which Providence has preserved him. He came from Germany with £100, which, probably, was not his own; and if the worst should happen, he can but return to Germany, after three years' enjoyment of life in England, with an experience of men and things, and an enlarged practice in all the arts of knavery, which would be cheap at the price of the original capital of his trade in London.

But let us compare a little more closely the bankrupt's transactions with his correspondence. In a sale sheet sent to Messrs. Oliver on the 27th of last November, he specified a parcel of goods as having been sold to a first-class house for £419: these goods had been actually sold for only £246. Another lot, returned at £312, had been parted with for £222. Within two days of that time he invites his creditors "to look at this matter in a moral point of view." The crisis, he tells them, is now passed. He owes nothing of importance to any one but them. His property is free from debt. His connection, which, as he adds truly enough, he had dearly bought, although not with his own money, is first-rate; and then, falling into the same pious vein which occasionally marked the board meetings of the Royal British Bank, "I have gone through the fire to save my honour. God, who alone knows my heart, is my witness. Let us prevent our enemies from glorying in our fall. We have it in our hands, and God will bless us. We are young, and have our career to make. I offer you my hand." All these fine sentiments were, no doubt, excellently adapted to the market for which they were manufactured; but he seems to have felt the necessity of entering upon considerations more closely allied to the existing world of commerce. Accordingly, in his next letter, after eloquently preluding upon the importance of weighing things well and acting with prompt decision, he introduces the figure of a ship "surrounded by stormy waves," which it is the duty of the captain to save at any cost, "because after storm comes sunshine." It is clear that Mr. Heldmann, although still a poet, is now coming rapidly to business. Under the allegory of the ship is represented the joint fortunes of the debtor and creditors, which the former takes special care to treat as indissolubly united. The captain is, of course, he who by his calmness in the midst of peril has shown himself gifted for command. The cost of saving the struggling ship will evidently fall upon those alone who have property to throw overboard. For their comfort under this sacrifice Messrs. Oliver are, of course, referred to Providence; and then Mr. Heldmann gives a statement of his pecuniary position, and of the securities which he has to offer for a debt of some fifteen thousand pounds. In this branch of the descriptive art there have been many masters as eminent as our German, who certainly does not deal with figures so successfully as with nobler topics. However, it appears that he has some furniture and other property purchased at the highest prices with the proceeds of goods consigned to him; and this, and some other less tangible matters, he offers to assign as security for the heavy balance owing by him. His sanguine estimate of his assets has not been justified in the result, for a single dividend of eleven-pence in the pound has been paid, and a surplus of forty pounds remains in court. He has wasted in three years more than £17,000, and he has been clearly guilty of reckless trading, false book-keeping, and perjury. The penalty for all this crime under our ridiculous commercial law is the denial of a certificate, which the bankrupt does not want; and he quits the court, and probably the country, while the commissioner talks impotently of an indictment.

Legal News.

OXFORD CIRCUIT.—STAFFORD.

(Before Mr. Justice BYLES and Common Juries.)

Pickett v. *Fletcher.—July* 20.

Mr. *Phipson* and Mr. *Macnamara* appeared for the plaintiff; and Mr. *Huddleston*, Q. C., and Mr. *Gray*, for the defendant.

The plaintiff, Henry Pickett, was a solicitor in London, and sued the defendant, Richard Westley Fletcher, of the firm of Fletcher & Rose, ironmasters, to recover 33*l.* 12*s.* 5*d.*, due on a promissory note made by Fletcher on the 4th of July, 1857, payable on the 4th of February, 1858. In November, 1857, Messrs. Fletcher & Rose got into difficulties, and petitioned the Court of Bankruptcy under the arrangement clauses. The note had originally been given to Mr. Willim, a solicitor of Bilston, in payment of a private debt; and on the 12th of January, 1858, notice was given to Mr. Willim that the first private sitting under the petition would take place on the 28th of January. On the 20th of January, 1858, Mr. Willim endorsed the note to the firm, Willim & Hall, solicitors of Bilston, of which he was a member. On the same day, Messrs. Willim & Hall endorsed the note to the plaintiff, their London agent, in part payment of an account. When the note became due, it was not paid. The proceedings in the Bankruptcy Court having gone on, an arrangement was come to on the 11th of March, 1858, under which the creditors of the firm of Fletcher & Rose were to receive 15*s.*, and the creditors of Fletcher, the defendant, 5*s.* in the pound; and on the 5th of May, a certificate of conformity was given under the 221st section of the "Bankrupt Law Consolidation Act" (12 & 13 Vict. c. 106). The present action was commenced on the 16th of March last, and the plaintiff sought to recover the amount of the note as endorsee for value without notice of the bankruptcy. In the course of the trial, several points of law were reserved for the Court of Queen's Bench; but the question left to the jury was, whether the plaintiff received the note bonâ fide for value, or as a trustee merely, and with a view to avoid the effects of the proceedings in bankruptcy.

Mr. *Phipson* and Mr. *Huddleston* having addressed the jury on this point,

Mr. Justice BYLES, in observing upon the fact that no witnesses had been called by the plaintiff, said, the defendant had scraped the plaintiff's conscience by interrogatories, and unless he was perjured in the answers he had made, he thought the plaintiff was entitled to a verdict.

The jury found for the plaintiff for the amount claimed.

Mr. Justice BYLES gave the defendant leave to move to enter the verdict in his favour, if the Court should be of opinion that, under the circumstances, the plaintiff was not entitled to recover.

Baddeley v. *Stevenson.—July* 21.

Mr. *Huddleston*, Q. C., and Mr. *Powell*, appeared for the plaintiff; and Mr. *Scotland* and Mr. *Motteram*, for the defendant.

The plaintiff, Daniel Baddeley, sued the defendant, John Adams Stevenson, a solicitor of Stoke-upon-Trent, to recover 42*l.* 12*s.* 10*d.*, for money received to the plaintiff's use. The defendant pleaded the general issue, payment, and a set-off.

The defendant had been employed by the plaintiff and the members of his family to prepare conveyances of various properties in which they were interested; and the present action was brought to recover the balance of a sum of money which the defendant had received on the sale of some property in which the plaintiff and his sisters had shares. The defendant alleged that he had paid over all that he had received, with the exception of 3*l.* 12*s.* 11*d.*; but the plaintiff alleged that there was a further sum of 30*l.* 7*s.* 6*d.*, not paid over. This was the amount of a bill of costs which had been incurred on the sale of an estate in which the plaintiff had a share, and, according to the evidence of the plaintiff and his sister, it was agreed between the plaintiff and defendant that the plaintiff should not be called upon to pay any of these expenses. The defendant denied that there had been such an understanding.

Mr. *Huddleston* and Mr. *Scotland* having twice addressed the jury,

Mr. Justice BYLES said, it would have been better if the case could have been referred; but the plaintiff, with great justice, objected on the ground of the expense, and wished to take the opinion of the jury. He considered the points for the decision of the jury were, whether the sum of 3*l.* 12*s.* 11*d.* was due to the plaintiff, and whether they believed the plaintiff and his sister or the defendant, as to the alleged agreement. He cautioned the jury against allowing any prejudice to operate to the

detriment of the defendant; and observed, that the agreement relied upon by the plaintiff was a very unreasonable one for the defendant to enter into.

The jury retired to consider their verdict, and in about half an hour returned and found for the plaintiff for the smaller amount—viz. 3*l.* 12*s.* 11*d.*

Mr. Justice BYLES said, he was glad the jury had found that verdict, as it would make an end of all question between the parties. He added, that, as the defendant had removed the cause from the county court, he would, if necessary, grant a certificate for costs.

THE CASE OF "SWINFEN *v.* SWINFEN."

The *Times* says:—"A case of considerable importance has arisen out of the celebrated cause of *Swinfen* v. *Swinfen*, as it will raise a question materially affecting the privileges of counsel. Mrs. Swinfen has brought an action against the Lord Chancellor under the following circumstances:—An issue had been directed by the Court of Chancery to try the validity of the will of Samuel Swinfen, in which he bequeathed an estate of £60,000 to his widow. The will was impeached by the defendant as the heir-at-law. The case came on for trial in the spring of 1856, at Stafford, when a compromise was entered into between counsel on both sides, Lord Chelmsford, then Sir Frederick Thesiger, being counsel for Mrs. Swinfen, and Sir Alexander Cockburn, the Chief Justice of the Common Pleas, who was then Attorney-General, being the representative of the heir-at-law. Under this arrangement the defendant was to secure to Mrs. Swinfen an annuity of £1000 a-year. Mrs. Swinfen, however, on learning that this compromise had been made, was exceedingly dissatisfied, and refused to give her consent to carry it out, but she did not for some time openly repudiate it. The matter gave rise to fresh legal proceedings, both in the Common Pleas and the equity courts, and in November the Master of the Rolls gave judgment, directing that there should be a new trial to test the validity of the will. This cause is to come on for trial at the forthcoming Stafford assizes. The Attorney-General (Sir F. Kelly) will conduct the case for Mrs. Swinfen, and Mr. Edwin James has been specially retained to conduct the defence. In the meantime, all the necessary steps have been taken in the action which Mrs. Swinfen has been advised to bring against Lord Chelmsford with the view of recovering damages against him, for having, as her counsel, entered into a compromise, as she alleges, in distinct defiance of her authority. This action will probably be set down for trial at the sittings after next term for Middlesex, and from the position of the noble defendant, and the novelty of the question at issue, will doubtless create no small amount of interest in legal circles."

The *Birmingham Daily Post* states, that Mr. *Kennedy* will be the leading counsel on the part of Mrs. Swinfen.

CORONERS' FEES IN MIDDLESEX.

At the meeting of Middlesex magistrates, held on the 15th inst., a discussion took place with reference to the dispute between the court and the coroners as to the disallowance of fees in cases where the Committee of Accounts thought an inquest had not been necessary. Mr. G. F. Young urged that it was a question which ought to be settled finally for the interests of the public, and that the principle upon which the Court acted was one of false economy. Other magistrates said, the course taken by this Court with respect to coroners' fees had the sanction of the Court of Queen's Bench, and urged that it was the imperative duty of the magistrates to exercise a strict supervision over an item of the county expenditure amounting to £11,000 a-year, whatever might be the importance of the duties attached to the coroner's office. Mr. Young moved that the question of the disallowance of certain fees should not be put; but the motion was negatived almost unanimously

The report referred to a letter from Mr. Baker, the coroner, which was submitted for their consideration by resolution of the court, and in which that gentleman urged that the court ought to rescind its resolution of April, 1851, under which these fees were disallowed, and that the whole of the fees stopped since that date ought to be paid. The committee were of opinion that there were no grounds upon which they could recommend the Court to comply with Mr. Baker's request. The report stated:—

A letter was received and laid before your committee, addressed to their clerk, from Mr. Brent, the deputy coroner, forwarding, by direction of the coroner Thomas Wakley, Esq., an account sent to him by Mr. March Nelson, architect, of 19*l.* 4*s.*, for professional services and for disbursements, together with an account of 12*l.* 12*s.* for a model of the burnt houses in Gilbert-street, Bloomsbury, made at the request of the jury; and such charges not appearing to your committee to be included in or authorised by the schedule of fees, &c., to be paid by the coroners pursuant to the Act of 1st Victoria, cap. 68, &c., your committee instructed Messrs. Allen (county solicitors) to prepare and submit a case for the opinion of counsel as to the legality of such charges, and their being paid out of the county rate. The case was accordingly laid before Mr. Knowles, Q. C., and he is of opinion that the justices have no legal authority to order payment of either of the above-mentioned sums out of the county rate.

REPORT OF THE COMMITTEE ON THE BANK ACT

The committee of the House of Commons appointed in December last, to inquire into the operations of the Bank Act, and into the causes of the then recent commercial distress, have issued a very full report. Evidence is quoted to show that the same principal cause produced the calamities of 1847 and 1857, namely, the great abuse of credit, and consequent over-trading. Also, that very few of the houses which failed in 1857 had ever possessed adequate capital. One house at the time of its suspension, was under obligations to the extent of about £900,000, its capital at the last time of taking stock being under £10,000. Its business was chiefly the granting of open credits; that is, the house permitted itself to be drawn upon by foreign houses, without any contemporaneous remittance, but with an engagement that it should be made before the acceptance arrived at maturity. These acceptances are rendered available by being discounted, great facilities for which have been afforded by the practice of joint-stock country banks discounting such bills, and rediscounting them with the bill-brokers in London upon the credit of the bank alone, without other reference to the quality of the bills. The rediscounter relies on the belief that, if the bank suspends and the bills are not met at maturity, he will obtain from the Bank of England such immediate assistance as will save him from the consequences. This remarkable development of the practice of banking is said to be one of the important features which have appeared since the period of 1847. The committee proceed to analyse the evidence in favour of maintaining the Act of 1844, and to state the chief complaints against it. They mention that, notwithstanding the great increase of trade, the whole amount of bank notes has actually diminished since 1844; and, therefore, in ordinary times there is no cognisable advantage to be obtained by the commercial interest from the power of increasing the amount of notes which may be issued without the deposit of bullion. The committee think that provision might be made in advance, by which the issue of an increased amount of bank notes may, in the time of pressure, be allowed, without such provision being regarded as any violation of the Act; and that the interference of Government in an extreme case must, in fact, be taken to have been contemplated by the framers of the measure. In considering these new provisions, the committee assume that no hazard will be incurred with regard to the foreign exchanges, but that the efficient action of the law in that respect will be firmly maintained. The mischief now under consideration is the domestic drain occasioned by panic and hoarding, which creates disturbance by withdrawing part of the circulating medium. In conclusion, the committee state, that at the time of pressure the houses which deserved assistance received it from the Bank of England to an extent to which that establishment would not have been able to afford it, except for the bullion retained in their coffers, under the working of the Act. It is suggested that the Bank should continue to hold the powers given by the Act of 1844, subject to a notice of twelve months, which may at any time be given.

THE CASE OF "FURBER *v.* STURMEY."

We continue from last week our extracts from the published letter of Mr. Serjt. Jones, judge of the Clerkenwell County Court, to the Lord Chancellor, upon the judgment of the Court of Exchequer in the above case:—

As the paramount claims of others will not allow me to pursue the course which would be most congenial with my feelings, namely, to place my appointment at your Lordship's disposal, the deference I am ever most anxious to show to all constituted authorities prompts me to submit to the judgment of the Court of Exchequer, and to sign the case. But permit me to draw your attention to the position in which this places me. As a judge, I am bound to obey the statute and common law of the land; my judicial duties are strictly defined and regulated by a series of Acts of Parliament; for any violation of duty I am amenable not only to the State, but also to those who may suffer from it. Here, a suitor in my Court has obtained a judgment for a sum of money which stands to his credit in my court; his adversary, disregarding all the statutory provisions regulating the practice of that court, attempts to impugn that judgment; the attorney who had acted as his advocate, without his knowledge or consent, for a time entertained a negotiation for an

appeal, after the period for giving notice and for giving security had elapsed; his terms not being acceded to, he absolutely refused even *his* assent, and the unsuccessful claimant proceeded, ex parte, to coerce me to act in violation of my duty; he succeeded in obtaining an order from a judge at chambers enforcing his illegal course; the Court, of which that judge is part, uphold his order, made in disregard of the statute which alone gave him jurisdiction, and of the statutes and rules regulating the practice of the county courts, and threaten me with imprisonment if I disobey it! Can it be maintained that such a threat or such a consequence will afford a justification for me, a judge, to violate my duty as prescribed by the statutes of the realm? How am I to regulate my judicial conduct in future? By the statutes and rules framed for my guidance, or by the judgment of the Court of Exchequer, which has treated them all as a dead letter? By that judgment it is virtually declared that the right of appeal is not restricted by the 13 & 14 Vict. c. 61, s. 14:—That the county court judges must sign any case, whether true or false, that may be presented to them at any distance of time, under pain of imprisonment:—That the notice and security required by that section, and explained by the rules, are not, as the Court of Queen's Bench holds, conditions precedent to the right of appeal:—That the discretion reposed in the county court judges will henceforth be exercised by the learned Barons instead:—That the suitors, their attorneys or agents, may in future conduct their business in the county courts in such manner as to each of them severally may seem fit, in defiance alike of the Legislature and of the judges appointed to preside over them!

But, as I share with others, less interested than myself, a strong conviction that such a judgment ought never to have been given, and that neither the judges nor the suitors of the county courts should be permitted to remain in the painful dilemma in which it has placed them, the interest I take in that mighty legal reformation which has hitherto prospered in spite of every opposition, and to the furtherance of which I have for so many years contributed my humble aid, will not permit me to retain an office, the character of which is altogether changed by this decision, and the duties of which, I conscientiously fear, it will be most difficult, if possible, to discharge with advantage to the public, or with credit or satisfaction to myself, without resorting to every legitimate means in my power to effect an alteration in a law which has received a solemn judicial interpretation not only at variance with the most obvious grammatical construction and the clearest legal principles, but calculated to produce consequences fatal to the envied success which has hitherto distinguished the county courts of this country; and in order to do so, deeply as I regret the necessity, I shall not shrink from scrutinising with freedom that extraordinary and considered judgment. * * * *

The case was not presented to me for five months after the period prescribed by law; and as I had not exercised the discretion reposed in me by law for an extension of that time, the learned Baron should have known, and the Court, had the point pressed upon them in argument, that wherever judges, justices of the peace, or others, have a discretionary power vested in them, the Court of Queen's Bench have invariably refused to interfere. That Court has refused to compel justices at sessions to hear an appeal when out of time, where they, in their discretion, refused a postponement, *though unjustly.*

On what principle, then, of law or justice can the Court of Exchequer, or one of the Barons, justify the assumption of a power over a county court judge which the supreme court of common law in the land never ventured to exercise over any justice of the peace, or over the humblest officer in whom the law had vested a discretion?

The judgment offers no argument, cites no authority, in support of this assumption, or in aid of any other position; it is simply here, as it was at chambers, "Sic volo, sic jubeo," &c.

* * * * * * *

With every desire to divest myself of prejudice, I cannot believe that any impartial person can read the short-hand writer's notes of what occurred on the two arguments, and the judgment delivered on the 25th ultimo, without arriving at the conclusion that there does appear from first to last a determination to punish, if possible, the county court judge for having dared to disobey a summons bearing the signature of a Baron of the Exchequer. * * * * * *

Let any one acquainted with the English language read the 43rd section, with this the solemn interpretation placed on it by one of the superior Courts of the kingdom, and let him say whether he thinks there are five other men in the profession, judges or practitioners, who can honestly put a similar construction on it? Grammatically, it is too clear to admit of argument, the *application for* a summons can only be made *upon* an affidavit of facts, showing that a judge has refused to do some act which he ought to have done. Let me, then, examine it in a legal point of view:—Prior to the passing of the 19 & 20 Vict. c. 108, the Court of Exchequer had no jurisdiction whatever in such a matter; they had no more authority to compel a county court judge to do any duty relating to his office which he may have refused to do, than they as yet possess to entertain such a complaint against your Lordship; their jurisdiction was given, and is limited, by the 43rd section of that Act, and by that alone. According to the first principles of justice, every man must be assumed to have done what is right, and his conduct cannot be questioned until a foundation is laid which raises an inference to the contrary, the law cannot be set in motion against a criminal or wrong-doer until an information, either on oath or otherwise, according to the nature of the alleged misconduct, has been laid against him; à fortiori, a judge, possessed of an independent jurisdiction and extensive powers, will be presumed to have done his duty until a primâ facie case has been made out, showing that he has failed to do so; down to the passing of that Act, such a primâ facie case could only have been made out by affidavits filed in the Court of Queen's Bench alone, on a motion for a mandamus. In extending the remedy for the subject to the two other common law courts, can any single reason or argument be assigned or suggested why the safeguard hitherto afforded to the county court judges, and still enjoyed by recorders, justices of the peace, and all other public officers, should be removed in courts, which, until the 1st October, 1856, had not any such jurisdiction at all?

The power to summons is a new jurisdiction, contingent upon its being sworn, by affidavit, that a county court judge had refused to do some duty relating to his office, and must be followed strictly. Without an affidavit, a single judge has no authority whatever to entertain an application for, nor to issue, a summons; a written complaint on oath is made essential to originate the jurisdiction of a single judge, and, in requiring an affidavit of facts, the legislature incidentally and necessarily imposed on him the duty of exercising the same judicial judgment as to the sufficiency of the facts sworn to, before he act even upon an affidavit, as the Court of Queen's Bench invariably exercise before they grant a rule nisi for a mandamus. Still more difficult, then, is it to suggest any reason why county court judges, discharging not unimportant duties, should be made subject to the authority, not of the judges, but of the judges' clerks, who, without even communicating with their masters, are to be at liberty to assume that they have violated their duty, and to summons them to appear before their masters at chambers to justify their judicial conduct. On the argument in this case, the idea of an affidavit being required at chambers before the issue of a summons was almost ridiculed by the Bench; when the reasonableness of such a security was argued by Mr. Bovill, Mr. Baron Martin said, "*It may be a very good reason why a rule should be made for requiring it; but such a thing was never heard of!*" Mr. Baron Watson inquired: "*Can you give me an instance at chambers where an affidavit is filed?*" and Mr. Baron Channell added: "*It is so common to make an order at chambers without any affidavit, upon the assumption that the parties agree to the facts!*" Because, then, such a thing was never heard of at chambers, and because, forsooth, it is so common to dispense with affidavits "*when parties agree,*" a county court judge must submit to be deprived of the shield expressly provided by the Legislature for his necessary protection!!

Had it not been for an emphatic denial by Mr. Baron Martin, that an affidavit before summons is necessary under the 43rd section, one would have imagined that the learned Barons were confounding their ordinary interlocutory business at chambers with the new and delicate jurisdiction now for the first time confided to a single judge, and that, in thus defending an illegal exercise of it, modified by time and chamber practice into an "irregularity," they were inadvertently encouraging unfounded complaints against other judges, by depriving them of the security afforded by the laws against perjury.

Had the Legislature been silent, could such a course of proceeding against a judge have been upheld by any analogy in practice with a similar case of complaint against any public officer whatever? I confidently assert that there is not only no precedent, but that such a state of things could never be tolerated in this country. What pretensions to such arbitrary powers do the Barons of the Exchequer possess? What have the county court judges of England done to mark them out as exceptions from all her Majesty's other subjects requiring the exercise of this peculiar severity? Is it because their conduct has met with universal approbation? Because, by the manner

in which they have discharged their heavy and arduous duties, they have secured the confidence of the country, and contributed, in no slight degree, to the success of the greatest legal reform ever introduced? Is it because their courts became so popular that business was being drained from Westminster Hall, and that the propriety of reducing the number of the judges was publicly mooted, and the fifteen were compelled to cast aside prejudices and submit to common law amendment Acts, assimilating their own practice, in a great measure, to that of the county courts?

Can it be contested that the confidence of the suitors almost invariably leads them to submit their differences to the individual judgment of the single judge rather than to a jury, though the difference in expense is but 5*s.*? Or, that the number of appeals against the judgments of the whole sixty county court judges do not equal in a year the motions made in a single term against the rulings of the fifteen judges of Westminster-hall? The Court of Exchequer alone must assign a reason for the degrading distinction their judgment has drawn—I can devise none.

A report has been made by the Officers' and Clerks' Committee to the Court of Common Council, recommending that Mr. Serjt. Merewether, town clerk, should be permitted to resign upon a retiring allowance of £1400 per annum. The discussion of the report was postponed till next court.

The Bishop of London has appointed Dr. Travers Twiss to the office of Chancellor of the Diocese of London, vacant by the advancement of the Right Hon. Dr. Lushington to the judgeship of the Court of Appeal of the province of Canterbury.

Recent Decisions in Chancery.

MARRIED WOMAN, JURISDICTION OVER AS TO REAL ESTATE.

Barrow v. *Barrow*, 6 W. R. 714.

This is an important decision as to the jurisdiction of the Court over the real estate of a married woman, in cases where the right sought to be enforced against her is not supported by a statutory acknowledgment. The cases of *Lassence* v. *Tierney* (1 M. & G. 541), and *Field* v. *Moore* (2 Jur., N. S., 145; 4 W. R. 187), were mainly relied upon to establish the necessity of acknowledgment; and an attentive examination of those cases is requisite in order to understand the grounds on which *Wood*, V. C., held that the principle therein acted upon was not applicable to the case before him.

In *Lassence* v. *Tierney* there was a parol contract before marriage that £3000, part of the wife's property, should be invested for the benefit of the husband, and that the wife should enjoy the residue for her separate use. There was no contract for any settlement by the husband. The marriage took place, and some years afterwards a deed, purporting to be a settlement made in pursuance of the agreement, was prepared and executed by all parties, but it was not acknowledged by the wife. This deed contained a power of appointment to the wife, who, in pursuance of such power, made a will partly for the husband's benefit, and died. The husband then filed a bill claiming to have this will carried into effect. It was held by Lord *Cottenham* that if the wife were alive no equity could be asserted against her. There was nothing but a parol contract before marriage, and nothing but marriage following, which alone would not support the contract. The wife had done nothing in the course of her life to make it binding. Her signature to the deed was inoperative, and to supply the omission of acknowledgment would be to destroy the protection which the law throws around married women. The appointment to the husband was therefore ineffectual, and the property went to the heir-at-law.

The circumstances of the case of *Field* v. *Moore* were as follows: Esther Field, an infant, filed a bill by her next friend, for the administration of the estate of her deceased father, and a decree was made accordingly. Having thus become a ward of the Court, she married Samuel Brown without its sanction, whereupon the husband was committed for contempt, and a reference was ordered to approve of a suitable settlement of all the property of the wife upon herself and children, in exclusion of the husband. Before any settlement had been completed, Esther Brown attained twenty-one, and the master afterwards made his report approving of a settlement. Esther Brown then petitioned the Court, praying that the settlement might be extended to her future as well as present property, and an order to that effect was made. A settlement was thereupon prepared, and it contained trusts for the conversion of the real estate into money, and after the death of Esther Brown, and default of issue, to pay the trust moneys to such persons, other than the husband, as Esther Brown should by will appoint. The settlement was executed by Esther Brown, but was not acknowledged by her according to the statute. There was then an order in the cause on further directions; and soon afterwards a brother of Esther Brown died without issue, and thereupon the reversion in fee in certain real estates vested in her under the limitations of her father's will. An order was then made, upon her petition, that this reversion should be included in the settlement. Very shortly afterwards Esther Brown died, without having had issue. By her will made in exercise of the power given by the settlement she appointed the trust property for the benefit of the appellant, who now claimed it against the heir. The judgment of the court of appeal was delivered by Lord Justice *Turner*. He first showed, by an elaborate examination of the authorities, that, up to the date of the order for the execution of the settlement, neither the conduct of the parties nor the proceedings in the suit could give validity to it; and he held that Mrs. Brown's execution of the settlement, in pursuance of the order, was of no avail without a statutory acknowledgment; and further, there was no confirmation by Mrs. Brown. It was true that on her brother's death she obtained an order that the reversion should be included in the settlement; but the Lord Justice asked, "How is it possible to give the same effect to this order as would have been due to a deed acknowledged?" He thought it clear that the Court could not have compelled Mrs. Brown to acknowledge a deed for giving effect to that order.

In the recent case of *Barrow* v. *Barrow* the wife was an infant at the date of the settlement, which was pre-nuptial. By that settlement the intended husband covenanted with the trustees that he or his intended wife or their heirs would, within one month after she attained twenty-one, surrender certain copyhold hereditaments to the use of the trustees, upon trust during the joint lives of the husband and wife for the separate use of the wife, with remainder to the wife for life, and then to the children as the wife should appoint, or, in default of appointment, equally. Eighteen years afterwards a separation took place between the parties, and at that time no surrender had been made pursuant to the covenant, and the wife still stood upon the court rolls as tenant by her maiden name. Soon after the separation the wife filed a bill by her next friend, praying specific performance by her husband of the covenant. By the decree dated 4th December, 1855, it was ordered that the defendant, the husband, should concur with the plaintiff in surrendering the copyhold hereditaments to the trustees upon the trusts of the settlement, and certain costs and the fines upon admission were to be raised by sale or mortgage. On 1st January, 1856, the husband died. The trustees had not been admitted tenants as directed by the decree. The plaintiff had since the decree received the rents and profits. She now refused to concur in carrying the decree into effect, on the ground that the settlement and the decree were not binding upon her, and she claimed the property as her own free from the settlement. It was remarked by *Wood*, V. C., that, if this claim were admitted, the money received by the plaintiff under the decree would all go for nothing. The case of *Field* v. *Moore*, looking very carefully at it, did not justify what was now contended for. There was abundant authority that the Court did deal with the interests of married women in real estate, in cases where there had been no acknowledgment. Thus there were cases where a married woman had been held bound by election, as in *Ardesoife* v. *Bennet* (2 Dick. 461), on the ground that she was not entitled to commit a fraud. It would go to the very root of the jurisdiction of the Court as to fraud to allow a married woman to retain the benefit of a decree, and repudiate the obligation of carrying it out, because the speculation had not turned out successful. The husband covenanted to yield his marital right over his intended wife's real estates during his whole lifetime, in consideration of the marriage. She was perfectly free to accept or reject the proposal. By her next friend she insisted upon having the settlement carried into effect; she obtained a decree, and received the rents in pursuance of it, and it was impossible to say, after that, that the decree ought not to be performed by her.

On a comparison of the two cases of *Field* v. *Moore*, and *Barrow* v. *Barrow*, it will be observed that in each of them a married woman was plaintiff, and obtained an order of the Court affecting her own real estate. But in the one case it was held that the Court ought not, and in the other that it ought, to interfere for the purpose of giving effect to the order made. In the former case the contest lay between the sp-

pointee and the heir of the deceased wife. In the latter, it was between the wife claiming to hold the property absolutely, and the trustees seeking to enforce the settlement for the benefit of her children by her deceased husband. There was no imputation of fraud or bad faith against the wife in *Field* v. *Moore;* and, even if there had been, the effect of it as between appointee and heir would not have been the same as where the question lay between the wife herself and the trustees. But in *Field* v. *Moore*, besides the order to execute the first deed of settlement, there was a subsequent order, made on the petition of the wife, that she should execute a further deed to subject the reversion lately descended on her to the trusts of the original settlement; and *Turner*, L. J., clearly held that the Court would not have compelled the wife, if living, to obey this latter order.

In *Lassence* v. *Tierney*, the question was between the husband and the heir of the deceased wife; and Lord *Cottenham* does not appear to have considered the husband's claim at all strengthened by the circumstance that he had been a party to the ineffectual settlement, and had thereby surrendered his marital right over his wife's real estates in pursuance of the parol contract before marriage. In *Barrow* v. *Barrow*, however, the husband's covenant, and the wife's acceptance of it, were treated by *Wood*, V. C., as very important facts. There is, however, this distinction, that in the latter case the covenant and the acceptance of it were two different transactions separated by an interval of many years; whereas, in the former case, both were contained, so far as they had any real existence, in the same inoperative deed. It is also to be observed that in *Lassence* v. *Tierney* the settlement had not been prepared under the authority of the Court, nor was any question as to jurisdiction involved in it.

MORTGAGE—BANKRUPTCY—JUDGMENT CREDITOR—DISCLAIMER.

Harrison v. *Pennell*, 6 W. R. 712.

This was a bill for foreclosure of leasehold premises. Subsequently to the dates of the plaintiff's securities, two judgments were registered against the mortgagor, on 13th December, 1856, and 11th February, 1857. The mortgagor was adjudged a bankrupt on 16th May, 1857. The question was, whether the judgment creditors were properly made defendants? The 13th section of 1 & 2 Vict. c. 110, gives to every judgment creditor a charge upon the land as effectual as if the judgment debtor, having power to charge such land, had by writing under his hand agreed to charge the same. It is then provided that no judgment creditor shall proceed in equity to obtain the benefit of such charge until after one year from the entering up of such judgment; and that no such charge shall give any preference in case of bankruptcy, unless the judgment shall have been entered up one year, at least, before the bankruptcy. It was held by *Stuart*, V. C., that this proviso did not take away the right to an effectual charge. At the end of a year, such charge might be enforced in equity by the judgment creditor, provided he did not claim any preference in bankruptcy. A plaintiff in a foreclosure suit is justified in bringing before the Court everybody who may have a right or claim to redeem; and the Vice-Chancellor, therefore, thought that a good title could not have been made, if the judgment creditors had not been made defendants. One of the judgment creditors had filed a simple disclaimer. The other had filed an answer, which did not amount to a full disclaimer. The bill was dismissed as against the two judgment creditors, but the latter did not get his costs.

Cases at Common Law specially Interesting to Attorneys.

LEGALITY OF POLICE REPORTS—CHANGES IN JUDICIAL OPINION.

Lewis v. *Levy*, 6 W. R., Q. B., 629.

About sixty years ago, viz. in the case of *Curry* v. *Walter* (1 B. & P. 525), the Court of Common Pleas intimated an opinion, that an action could not be maintained for publishing a true account of the proceedings of a court of justice, however injurious such publication might be to the character of an individual. In the report given by Bosanquet and Puller, it is indeed stated that no judgment in the case was ever actually given, on account of some flaw in the pleadings; but there is no doubt that the above proposition was elicited in the course of the argument from the Bench; and, indeed, it was subsequently on more than one occasion mentioned with approbation, as, for example, by Mr. Justice *Lawrence* in the case of *Rex* v. *Wright* (8 T. R. 298). This case of *Curry* v. *Walter* was an action for reporting in the *Times* an account of an application for a criminal information in the Court of Queen's Bench. About thirty years later, the law of libel in these cases again underwent much sifting and discussion, an action having been brought for reporting in a newspaper certain proceedings before a police magistrate, taken by way of preliminary inquiry and before committal. This was the case of *Duncan* v. *Thwaites* (3 B. & C. 556), and here the Court of Queen's Bench materially qualified, if they did not differ entirely from, the doctrine ascribed to the Court of Common Pleas in *Curry* v. *Walter*. They held that whatever might be the case with regard to the superior courts, tribunals open to everybody, the law did not authorise an injurious publication of proceedings of a quasi *private* character, such as those which take place before justices, and which might by them, if they pleased, be lawfully conducted in private. They held, also, that even with regard to the superior courts, a distinction must be drawn between proceedings of an ex parte character and those which were not of that description—a distinction which is not authorised by the case in the Common Pleas. In delivering the judgment of the Court in *Duncan* v. *Thwaites*, Chief Justice *Abbott* thus neatly put the real point in issue: The defence of the defendants to this action "is founded upon the supposition that it is lawful for the editors of the public journals to publish accounts of proceedings taking place before justices of the peace by way of preliminary inquiry, and with a view to commit to prison, or otherwise make amenable to justice, persons against whom charges are preferred before the justices; and to do this where the proceeding terminates by commitment or bail, and before the intended trial can take place, provided the proceedings themselves are conducted openly and the accounts are just and true." After stating that the balance of authorities was much in favour of the *negative* of this proposition, and after distinguishing the case of *Curry* v. *Walter*, as arising out of the publication of proceedings in one of the superior courts, Lord *Tenterden* went on to say, that the Court of Queen's Bench had on several occasions, and notably through the judgment of Mr. Justice *Heath*, in the case of *The King* v. *Lee* (5 Esp. 123), in the year 1804, expressed its opinion judicially against the legality of the publication of such preliminary and ex parte proceedings. "Other judges," continued his Lordship, "have delivered opinions to the same effect, and it is well known that many other persons have lamented the inconvenience and the mischievous tendency of such publications. They were within the memory of many persons now living rare and unfrequent; they have gradually increased in number, and are now, unhappily, become very frequent and numerous; but they are not, on that account, the less unlawful, nor is it less the duty of those to whom the administration of justice is entrusted, to express their judgment against them."

The case under discussion may be considered in the light of a recantation by the Court of Queen's Bench of these doctrines, and as an adhesion to the principles approved of by the Common Pleas, in *Curry* v. *Walter*—principles, it may be remarked, more in accordance with the spirit of the present times than those laid down as law by Lord *Tenterden*. In this case, the libel complained of was the publication in a newspaper of the proceedings upon a summons, which was ultimately dismissed by the magistrate; and it is curious to contrast the observations of Lord *Campbell* in giving judgment (substantially) for the defendant, with those above cited from the mouth of Chief Justice *Abbott*. After attempting to explain away the case of *Duncan* v. *Thwaites*, by dwelling upon the particular nature of the report there complained of, and after saying that the decision of Chief Justice *Eyre* and his brethren in *Curry* v. *Walter* rested on sound legal principles now almost universally approved of, Lord *Campbell* proceeds—"We cannot join in the sweeping condemnations of police reports which have been pronounced obiter before the benefit arising from these reports had been fully experienced. We believe that they often lead to the detection and punishment of crime, and that they sometimes assist in the vindication of character. Against the severe denunciation of police reports by several eminent judges may be placed the following opinion of Lord *Denman*, solemnly delivered by him before a select committee of the House of Lords in the year 1843, on the law of libel." The opinion here referred to by Lord *Campbell* is too long to quote at length, but it is in the favour of police reports on these two grounds—viz. that they are useful in spreading the correct knowledge of facts to the parties interested in unravelling the truth; and that, as the public are aware of the preliminary and ex parte character of the proceedings they narrate, they do not bias public opinion with regard to the guilt of the accused.

It is not intended here to enter upon the wide field for discussion as to what is really advantageous to the public in this matter; but it is obvious to remark that the first branch of Lord *Denman's* defence is much less assailable than his second; with regard to which considerable doubt may, we think, be entertained. So far, however, as the legality of the publication of what are usually called "police reports" is concerned, we apprehend that the case under discussion is decisive, and that it will probably set the matter finally at rest.

PARISH AND COUNTY CONSTABLES—DUTY OF OVERSEERS TO OBEY PRECEPT OF JUSTICES.

Reg. v. *Overseers of Thornton and Justices of West Riding of Yorkshire*, 6 W. R., Q. B., 632.

This case may perhaps have had its origin in local jealousies, not interesting to our readers, but it nevertheless decides two points worth notice. It was an application for a mandamus to the overseers of a Yorkshire township to appoint constables in obedience to a precept which had issued for that purpose from the justices of the county. And the answer in effect was, that no parochial constables were required in the district, which was thoroughly protected by the county constabulary established under 19 & 20 Vict. c. 69; and that for the justices under such circumstances to cause additional constables to be appointed, in the exercise of the discretion vested in them by the previous statute 5 & 6 Vict. c. 109 (which was not in terms taken away by the 19 & 20 Vict. c. 69), was a vexatious proceeding, which would not be assisted by the Court. The Queen's Bench, nevertheless, made absolute the rule for a mandamus, though they intimated pretty clearly their suspicion that the overseers were right in point of fact, in thinking the county constabulary sufficient for the occasion. Hence it may be laid down, 1. That in the matter of the appointment of constables, the overseers have a ministerial duty only, and must obey any precept for the purpose lawfully issuing to them, without regard to their opinion as to its propriety. 2. That the establishment of a *county* constabulary for any district under the provisions of the Act of 1856, does not render inoperative the provisions with regard to the appointment of *parish* constables for a place comprised in such district, which are contained in 5 & 6 Vict. c. 109.

LAW OF EVIDENCE—OMNIA PRÆSUMUNTUR RITE ESSE ACTA.

Reg. v. *Fordingbridge*, 6 W. R., Q. B., 649.

A few weeks ago we noticed a case* which was decided by applying the rule of evidence "Omnia præsumuntur rite esse acta." The case under discussion is another, more recent, and perhaps a still better illustration of the same principle. It arose ont of an appeal to the quarter sessions against a pauper removal order, in which it became necessary for the respondents to establish that A. had acquired a settlement by apprenticeship, a fact usually established by the production of the indenture, and showing service and residence under it. In support of this settlement, however, in the case under discussion, no deed of apprenticeship could be produced, but a witness was called who proved certain facts consistent with the alleged settlement, viz. that for the space of three years A. had boarded and lodged with the witness's master (a tailor); that A. had been called by the witness an apprentice; and that A. had received from him instruction in their common trade. The Court held that, under these circumstances, the existence of a proper indenture of apprenticeship might be presumed, inasmuch as a state of things had been proved which could not be accounted for by any reasonable man in any other way than by drawing the conclusion that A. was an apprentice.

PRACTICE—AFFIDAVIT REQUIRED IN SUPPORT OF AN APPLICATION TO BE ALLOWED TO DEFEND AFTER JUDGMENT SIGNED FOR NON-APPEARANCE—CONFLICT OF OPINION BETWEEN THE COURTS OF EXCHEQUER AND COMMON PLEAS.

Wiley v. *Wiley*, 6 W. R., C. P., 649.

There is a difference between the Court of Exchequer and the Court of Common Pleas in the construction of a very important section of the Common Law Procedure Act, 1852, viz. sect. 27, which regulates the procedure where—a final judgment having been signed by the plaintiff for the non-appearance of the defendant after service of a writ of summons, specially indorsed—the latter is desirous of being let in, nevertheless, to defend the action. This the statute allows him to do if he can obtain a rule or order for that purpose, but only if (among other things) he makes an application for the purpose "disclosing a defence upon the merits." It is upon the meaning of these words that the two Courts differ. In the case of *Warrington* v. *Leake* (11 Exch. 304; 3 W. R. 552) the Court of Exchequer held that the nature of the defence need not be precisely stated, but that the ordinary "affidavit of merits" (which simply states the defendant's belief that he has a good defence to the action on the merits) is sufficient. The Court of Common Pleas have now held, in the case under discussion, that so much of the facts to be relied upon as a defence must be sworn to as will enable the Court or judge to exercise a discretion on the subject. The safer practice will obviously be, to state the nature of the defence; and it is to be remarked that in the Court of Exchequer *Martin*, B., did not concur in the opinion of the majority, and that the Chief Baron did so, but doubtingly; while, in the Common Pleas, the Court were unanimous, though "with some hesitation" on the part of Mr. Justice *Byles*.

* *Williams* v. *Eyton*, sup. p. 541.

Correspondence.

DUBLIN.—(*From our own Correspondent.*)

COURT OF CHANCERY.

Lowe v. *Holmes.*

This was a petition filed by George Lowe, as the heir at law of James Lowe, deceased, against Robert Lowe Holmes, a solicitor, praying that a deed of the 20th April, 1855, made between James Lowe and the respondent, might be declared fraudulent and void; and that the respondent should be compelled to satisfy a certain judgment obtained by him against the said James Lowe; and that an account should be taken of all the dealings between them. The petitioner was the younger brother of James Lowe, and had succeeded, on the latter's dying intestate, to a property chiefly leasehold, situate in and near to the city of Cork. This property had been bequeathed by their father, charged with an annuity and other incumbrances, and has lately produced but a very small net income to its owners. It appeared that James Lowe came of age in 1852, and soon after entering into possession had retained the defendant Holmes (who was his cousin-german) as his solicitor and land-agent, and had committed to him the entire management of his affairs. In 1853 James Lowe, who had from time to time obtained small advances of money from Holmes, confessed a judgment to him, on a bond conditioned for payment of £1000 penalty. In 1854 another judgment creditor of James Lowe took proceedings in Chancery, and obtained a receiver over the property. In this receiver-matter Holmes had filed a charge for £539 for principal and interest claimed as due on his own judgment. In December, 1854, Holmes first proposed to purchase the Cork property from James Lowe, and after some negotiation on this subject a rule was entered, changing Holmes as his solicitor, and appointing a Mr. C. Bagot in his place. The petitioner maintained that Lowe was, in consequence, left without any professional advice, the changing of the solicitor being merely colourable. Lowe then, as was alleged, contemplated emigrating to Australia; and with that object in view made an agreement to transfer the estate to Holmes, subject to all the incumbrances, in consideration of the sum of £100. A deed to this effect was prepared, and on the 20th was executed, at the chambers of Mr. Bagot, who then acted as his solicitor. Mr. Lowe's mother now deposed, that she was present on that occasion—that the nature of the deed was not fully explained—that the consideration money was not actually paid, but only promised to be secured by the respondent's bill, payable in October following. On the same evening James Lowe was taken ill, and five days afterwards he died. The respondent then entered into possession of the property. Under these circumstances the petitioner contended that the conveyance ought to be set aside, and that the respondent should be obliged to prove in the Master's office the consideration he had received for the judgment.

For the respondent it was contended, that the transaction was untainted either by fraud or undue influence. There was evidence (it was urged) to show that James Lowe's conduct had been that of a rational and well-informed person, aware of his rights, and cognizant of the effect of all his actions. The sum, to secure which the bond and judgment were given by him, was justly owing; and throughout his embarrassments the best feeling had existed between him and Holmes. The incumbrances on the property were so heavy, as to render it of little or no present value; and as Lowe was desirous of emigrating, it was natural that he should adopt that method of raising a sum of money sufficient for that purpose. With reference to the appointment of Mr. Bagot as his solicitor, the selection was

entirely his own; and there was the testimony of Bagot and of another witness shewing that the consideration was actually paid at the time of the execution of the deed of April, 1845. Judgment was reserved.

The LORD CHANCELLOR, on Friday, gave judgment. After recapitulating the facts, his Lordship proceeded to say, that he was at a loss to understand Mr. Holmes's denial that he had been, during 1852 & 1853, as well as later, the solicitor for James Lowe. At the time of the execution of the bond and warrant, a confidential relation undoubtedly existed between them. It was not proved that the sum of £500, or any sum approaching to it, was then due by James Lowe. Even if any such settlement of accounts had taken place as the respondent alleged in his affidavit, no Court of equity could, under the circumstances, treat that as a closed and settled account. So young a man as Lowe, struggling moreover under adverse circumstances, would depend almost entirely on the respondent as his confidential adviser, and would be easily induced to adopt any suggestion that he might make. In such a case it was the duty of this Court to investigate the circumstances strictly. He (the L. C.) would not direct satisfaction to be entered on the judgment; but he would direct an account to be taken of what was due and payable by James Lowe at the time of the execution of the bond; and it would then stand as a security for so much as should appear due; reserving further directions on this part of the case until the Master should have made his report. Coming now to the second branch of the case, it was not merely a question whether James Lowe, in executing the deed of conveyance, had been a free agent; but a question, whether all that the respondent could do for his protection had been done, considering the relation that existed between the parties. The draft deed of conveyance—like the accounts and vouchers—had been, it seemed, lost or destroyed. The deed itself stated the sums due as charges on the property in a very obscure manner; and, as to the consideration of £100, it might be concluded that no part of it was actually paid. The young man, thus deprived of his patrimony, went home and died. Even though the payment of the consideration could be proved, that alone would not impart either legal or moral right to the transaction. In every relation which induced confidence, or involved dependence, it was the duty of the Court to see that such relation was not abused; and in the case of solicitor and client, whatever contrivances might be adopted to conceal that relation, the Court would look to the truth and substance of the matter only. That a relation of confidence and dependence existed between the parties at the time of making the bargain and executing the conveyance, could not be doubted; and the mockery of having Mr. Bagot interposed, just at the stage when the draft conveyance had been approved of by a "common friend"—when the bargain was actually struck between the solicitor and his client—was too transparent to have any effect on him (the L. C.), and only the more completely satisfied him of the contrivance and design with which this most unrighteous dealing had been carried forward to the end. After the respondent had gone into possession of the property, it rapidly improved in value, and his first step was to dispute the validity of the charges vested in Mr. Lowe's three sisters. They had been compelled to file a petition for the purpose of establishing their charges, and the matter had gone into the Master's office, where Holmes had filed a discharge, describing himself as a purchaser of the estate for valuable consideration, and claiming credit for some small sums doled out to the family of the petitioner. He (the L. C.) was grieved to think that the respondent was a solicitor of that court. Anxious as he was to see in the profession men of uprightness and honour devoting their talents with advantage to the service of their clients and aiding the Court in the administration of justice, and willing as he was to make every reasonable allowance for the weakness of human nature, he could not but feel that in this instance professional confidence had been very unrighteously employed for selfish and sordid purposes. On this branch of the case, therefore, the relief sought for must be granted without hesitation. A decree would be drawn up according to the prayer of the petition.

Brewster, Q. C., *F. Fitzgerald*, Q. C., *Warren* and *Exham*, appeared as counsel for the petitioner; and the Solicitor-General (*Hayes*), *Lawson*, Q. C., and *Beytagh*, for the respondent.

COUNTRY COMMISSIONERS TO ADMINISTER OATHS IN CHANCERY.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—You were good enough to insert in your columns a letter from us, dated the 13th of May last [see p. 585], wherein we announced the commencement of a movement to obtain a relaxation of the rule requiring ten years' practice as a qualification for a commissionership to administer oaths in Chancery.

A great number of petitions to that effect have been received by us from the chief cities and towns of England, and laid before the Lord Chancellor.

We have received his Lordship's answer, in which he says, "that he is unwilling to change a rule so recently made, and one in the propriety of which generally he himself concurs with his predecessor. At the same time, in all cases in which it is proved to him to be for the public advantage to relax the rule, he will be happy to do so."

We request you to insert this letter, in order that all those towns with which we have been in correspondence, may be acquainted with the termination of the movement, and may avail themselves, if they think fit, of the latter part of the Lord Chancellor's communication.—I am, Sir, on behalf of the Birmingham Committee, your obedient, C. E. MATHEWS.

21, Waterloo-street, Birmingham. July 19, 1858.

COURT OF PROBATE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The district registrars have received from the principal registry an intimation that they may charge 6*d.* a folio for copies of wills transmitted to London, and 3*s.* 3*d.* for a record of administrations, in addition to the fees specified in the tables.

By the 95th section of the Probate Court Act, the judge is empowered, with the consent of the Lord Chancellor, &c., to alter the tables of fees; but every alteration is to be published in the London Gazette.

If the alterations in question have been gazetted, I shall be much obliged to any of your readers who will refer me to the date of the publication.

May I hope, through your columns, to call the attention of the eminent person who presides in the Court of Probate, of the Lord Chancellor, and of Lord Campbell, to another amendment of which the table of fees is capable?

In Chancery, until the beginning of last year, 1*s.* 6*d.* was allowed to the commissioner for administering an oath, and 2*s.* 6*d.* for each exhibit; by the recent alterations, the fee for the oath is raised to 2*s.* 6*d.*, while the fee for the exhibit is reduced to 1*s.*; a further fee of 1*s.* being allowed to the solicitor for preparing each exhibit.

The examiners of the Prerogative Court were formerly in the habit of charging for "the time lost in referring to exhibits and original papers, and writing certificates thereon," 3*s.* 4*d.*, 6*s.* 8*d.*, 13*s.* 4*d.*, or more, according to circumstances. These fees are not mentioned in the presentment of 1734; yet the commissioners of 1823 recommended an allowance for marking each exhibit; and this recommendation was adopted in the table of fees established pursuant to 10 Geo. 4, c. 53; the fee being 2*s.* for each exhibit.*

When it is considered that as many as one hundred exhibits have been annexed to an affidavit of scripts, it will be seen that "considerable time is occasionally occupied and trouble incurred" †, for which the fee of 1*s.* 6*d.*, for administering the oath may not form a sufficient remuneration."

A third omission in the original tables is the compensation for the trouble of attesting the administration bond—possibly at three separate times. The forms imposed this duty on the commissioner, the registrar, or his clerk.

I should like to see a small fee (perhaps, as in Chancery, 1*s.*) to the solicitor or proctor for preparing, and (perhaps 1*s.*) to the commissioner or registrar for marking each exhibit; and 1*s.* or 1*s.* 6*d.* for attesting each signature to the bond.

PHILIP W. DODD.

[The case in which there were two exhibits is reported. It is not noticed by the reporter as a remarkable fact.]

Review.

A Treatise on the Law of Evidence as administered in England and Ireland, with Illustrations from the American and other Foreign Laws. By JOHN PITT TAYLOR, Esq. Third Edition. London: Maxwell. 1858.

The subject of evidence, according to the point of view from which it is regarded, is the least or the most important branch of learning to a lawyer engaged in the active exercise of his profession. There is, for example, a vast deal to be found in

* Report on Ecclesiastical Courts, 1832, Appendix C., Pt. 5, p. 449.

† Report on Duties, &c., of Officers in Courts of Justice. Prerogative. p. 61, f.

Bentham's celebrated Treatise, to utilise which would require a pretty long "sittings" at Guildhall or Westminster; while, on the other hand, the rules which the legislature or practice of the courts have laid down concerning the production of evidence in our courts of justice must be—called, as they are, into daily application—at the fingers' ends of every practitioner. Taken in all its bearings, both theoretical and practical, the subject is so large as scarcely to admit of being thoroughly treated within the compass of a work not encyclopædic in its character; and we think Mr. Taylor wise in not attempting so to deal with it, and in confining his ambition to that of giving the profession a thoroughly practical treatise. We think, also, that he was judicious in contenting himself with building upon the foundation ready to his hand—viz. the work on evidence composed by the American jurist, Dr. Greenleaf. If, by adopting this course, our countryman has abandoned the claim of being an original writer, his self-denial exacts our sympathy and gratitude, for the result has been to him a county court judgeship, and to the public a book which, though not without faults, is of the utmost value. The chief defect in the work we conceive to be the absence of a clear arrangement, a blemish not of much importance, however, to one seeking only the meaning of some particular rule of evidence, or the different instances in practice in which it has been applied. Here Mr. Taylor revels at his ease. He is a very well read lawyer as well as a graceful writer; and, accordingly, he fills his flowing page with illustrative cases, much to the instruction, as well as pleasure, of his expert reader. But with regard to the 13ro it is different; and the absence of marginal notes makes it still more difficult for him to keep in view any landmarks, or understand what relation the particular rule, or portion of a rule, about which he is reading, bears to the general structure of this branch of the law. Another consequence of the same want of arrangement is, we cannot but think, an unnecessarily long work. No doubt the rules "governing the production of testimony" (for such is the subject-matter of nearly half of Mr. Taylor's two royal octavo volumes) require much space before they can be thoroughly illustrated by the cases which have actually occurred in practice; but we own to a belief that, if those rules had been subjected to a closer analysis, and the treatise written severely upon the basis thus afforded, not only would such a course have been advantageous to the student, but everything material might have been said in considerably smaller space.

We think that, not only in this, but in other works on the same subject, the fundamental rules which govern the production of evidence have been unnecessarily multiplied. It is true that Mr. Taylor commences his Second Part by saying that the production of evidence to the jury is governed by certain principles, which may be treated under four general rules, and that those rules will be considered in their order. But having stated this, and given the rules themselves to the following effect, viz. 1. That the evidence must correspond with the allegations; but that it is sufficient if the substance only of the issues be proved. 2. That the evidence must be confined to the points in issue. 3. That the burden of proving a proposition at issue lies on the party holding the substantial affirmative; and 4. That the best evidence of which the case in its nature is susceptible must always be produced,—he there leaves the matter; and the reader has to discover for himself (which he can scarcely do till he has carefully read through the whole of the first, and part of the second volume), that all the chapters of the Second Part succeeding the fourth are in truth elucidatory of this last general rule; of which, indeed, all the other rules so copiously discussed are but corollaries or subordinate divisions. This fourth rule appears to us to be the very key-note of our system of evidence, but it is strangely lost sight of in working out the treatise. We have rules and exceptions, and qualifications of exceptions, investigated without number, but nothing to lead back the mind of the student to this starting point, nothing to impress on him that this or that fact is excluded or admitted as it stands the test of being the best evidence *of which the case is, in its nature, susceptible*. We cannot of course, in an article such as the present, attempt an essay on the law of evidence; but in further explanation of our objection, we offer the following development of the general rule above mentioned. We would divide what we had to say concerning it into six parts. First, we would distinguish between the nature of primary and secondary evidence, and show that, in obedience to the canon, the former is, where it can be had, required. Then, we would distinguish between "evidence" and "hearsay." Then, we would explain that, in certain exceptional cases, hearsay is admitted in our courts, because, though not strictly evidence, it complies with the requirements of the rule as being the nearest approach to evidence of which the case is in its nature susceptible; and that these exceptions have reference to matters of public interest, of pedigree, or of ancient possession, and to declarations against interest, or to such as are made in the course of business, &c. when about to die. Next, we would show that admissions and confessions are, for the same reason, sometimes substituted for evidence properly so called, as being the nearest approach to evidence which can be had under the circumstances. Next, we would mention those cases in which that which would otherwise be the proper evidence is excluded on the grounds of public policy, so as to make inferior evidence the best which can be had under the circumstances. And lastly, we would investigate those matters in which special and arbitrary rules are made, as to the way in which the factum probandum is to be determined, without regard to the consideration, that in the absence of such special regulations, those methods of proof would violate the general rule. Thus developed, the fourth rule would be treated thus:—

I. As to the distinction between primary and secondary evidence. II. As to the distinction between evidence and hearsay. III. As to the exceptions to the rule excluding hearsay, in reference to—1. Matters of public interest. 2. Matters of pedigree. 3. Matters relating to ancient possession. 4. Declarations against interest. 5. Declarations in the course of business, &c. 6. Dying declarations. IV. As to the substitution of "admissions and confessions" for evidence. V. As to the exclusion of certain proofs on grounds of public policy. VI. As to matters respecting which special rules obtain in regard to the way in which they are proved.

Some such analysis, it is true, might be deduced from Mr. Taylor's pages at large, but the student reader may search in vain for such or any similar arrangement. The natural place for it would be in the table of contents; but there he will find the Second Part divided into nineteen capitular headings, from which we defy him to extract any line of connection whatever, or anything to show that while the first four chapters thereof are perfectly distinct in their respective subject matters, the last fifteen are all explanatory of that which stands fourth in the list.

We repeat, however, that these are matters chiefly affecting the case of the student, and that Mr. Taylor does not profess to write for learners, but for the learned. At present, moreover, our principal object is to notice the edition which has just appeared, and we will abstain, therefore, from any further remarks upon the general construction of the work; which, having now reached its third impression, has attained a position independent of criticism, whether favourable or otherwise. One other general observation, however, it may be well here to make, as it bears much upon the character and dimensions of each successive edition. We think it a pity that the decisions of the Irish courts, and the enactments of the statutes affecting Ireland alone, should have been worked in to the treatise, and we would suggest their transfer to an appendix, in succeeding editions. They were, no doubt, originally inserted, together with the decisions of the American courts, from a laudable desire to liberalize our own institutions by comparing them with those of other countries; but, though with this view we should have desired their introduction in a work elucidatory of the principles rather than the practice of evidence, we consider the large additional space and price they entail as dearly purchased, so far as the English practitioner is concerned. We believe that Mr. Taylor has made an addition of nearly 400 cases to those on which he relied for the purposes of the preceding edition; and, though we cannot say to what extent this list is swollen by the author's reading, during the last three years, in the Irish Law and Equity Reports, it is reasonable to suppose that several Irish cases have been added, and the bulk of the book thereby increased. Then, with regard to statutes, we find that while about 225 sections of different Acts of Parliament passed since the session of 1854, have been noticed in the new edition, *one-third* of these have exclusive reference to Ireland, and are, therefore, comparatively speaking, of little moment to the English reader. Indeed, for the last three years our own law of evidence has been in a more than usually quiescent state. Few, if any, changes of principle have been introduced therein, though a variety of enactments have been passed for facilitating documentary proof in particular instances—whenever, in short, a practical difficulty has been brought to light by the industry of any reformer, or has been experienced by any litigant of sufficient influence to make his voice of complaint heard. Thus, in the year 1855 (to enumerate briefly the chief materials for the present edition), provisions were made by 18 & 19 Vict. c. 42, for allowing the diplomatic and consular agents of Great Britain abroad to ad-

minister oaths and do notarial acts; by c. 63 for improving the rules of evidence with regard to the proceedings of friendly societies; by c. 81, as to the proof of the registration of places of public worship; by c. 96, as to the evidence of the condemnation of goods forfeited under the customs law; by c. 105, as to the proof of lunacy orders; by c. 108, as to the proof of matters connected with the regulation of coal mines; by c. 111, as to the consignment or endorsement of bills of lading being evidence of shipment; by c. 116, as to proving the directions of the General Board of Health; by c. 119, as to the proof of orders of council and proclamations under the Passengers Amendment Act; by c. 120, for proving matters connected with the local management of the metropolis; by c. 121, as to the proof of proceedings for the removal of nuisances; and by c. 124, as to the proof of proceedings taken by the Charity Trustees. All these statutes contain matters which require to be noticed in a work upon the law of evidence. Then in the year 1856 we have, c. 47, provisions concerning joint stock companies; c. 96, as to the proof of marriages contracted in Scotland; c. 97, as to the mercantile law; c. 113, as to taking evidence in the Queen's dominions, in relation to civil and commercial matters pending before foreign tribunals; and c. 120, as to the sale of settled estates. In 1857 there are additional provisions with regard to joint-stock companies (c. 14); provisions as to banking companies (c. 49); as to fraudulent trustees and bankers (c. 54); and last, though by no means least, the formidable machinery established by (c. 77) the Probate and Administration Act, and by (c. 85) the Divorce and Matrimonial Causes Act. In each of these Acts, enactments are to be found bearing on the subject of evidence more or less intimately, and they form altogether a miscellaneous bill of fare, very attractive to an author called upon by his publishers for a fresh issue of a successful work, in a very short period after the last edition appeared. And, though we do not profess to have examined minutely the way in which some of these new enactments, and others which we have omitted from our list, as being of secondary importance, have been dealt with, we have a well-founded belief in Mr. Taylor's painstaking accuracy. It is, however, perhaps right to remark, that in two or three passages, on which we happened to light, the annual Mutiny Acts are not brought up to their proper dates. This omission is, indeed, in itself of the most trivial importance, but still it is, to a certain extent, a mark of carelessness, and our readers must take it for what it is worth in forming their opinion of the new edition. Our remark as to this will be shown to be accurate, by comparing page 1254 of the second edition with page 1302 of that just published; and it also appears from other places that (whether reasonably or not), no notice has been taken of the annual Mutiny Acts more recent than those of the year 1854. It will be well, both for Mr. Taylor and for the profession, if such a blemish as this should prove to be a fair type of those to be found in his work.

Professional Intelligence.

LECTURES AT THE INCORPORATED LAW SOCIETY.

The council of this society have re-elected Mr. Freeman Oliver Haynes, and Mr. Richard Edward Turner, as lecturers for the ensuing year; the former gentleman on equity, lunacy, and bankruptcy; and the latter on common law and criminal law.

Mr. Josiah W. Smith has been elected to deliver a course of lectures on conveyancing.

EXAMINATION PRIZES.

An order of pension was made by the Honourable Society of Clement's-inn on the 8th July inst.—

That, until further order be made, the sum of 10*l.* 10*s.* be paid annually to the Council of the Law Institution, as a sum for a Clement's-inn prize, to be given in such manner as the Council may deem proper, for the examination of applicants for admission as solicitors and attorneys.

We understand that the other Inns of Chancery, Staple-inn, New-inn, and Barnard's-inn, have under consideration the subject of similar grants out of their funds. It will be recollected that Clifford's-inn has already contributed an annual sum of twenty guineas towards the desirable object of promoting legal education.

ATTORNEYS TO BE ADMITTED.

Queen's Bench.

MICHAELMAS TERM, 1858.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Adams, Henry Joseph, 6, Alfred-place, Bedford-square; and Hollyland, near Pembroke	J. R. Powell, Haverfordwest.
Adcock, Frederic Poland, Cambridge	S. Adcock, Cambridge.
Ashworth, Edward Lewis, 40, Alwyne-road, Canonbury; and Chorlton-upon-Medlock	E. Lewis, Manchester.
Badham, George, jun., 29, Goswell-road; Tewkesbury; and Bedford-row	G. Badham, Tewkesbury; C. Bell, Bedford-row.
Bensly, William Thomas, Eaton, Norwich; and 41, George-street, Portman-square	T. M. Keith, Norwich.
Boxall, Charles, 30, Amwell-street, Claremont-square; and Brighton	H. Chase, jun., Reading.
Bradley, Joseph, 11, Stanhope-terrace, Regent's-park; and Preston	T. S. Shuttleworth, Preston.
Brown, William Pitts, Gloucester	E. Washbourn, Gloucester.
Brunskill, John, 56, Gibson-square, Islington; and Carlisle	J. Nanson, Carlisle; J. F. Adams, Lincoln's-inn-fields.
Burton, George, Huntingdon; and Tadcaster	T. L. Bickers, Tadcaster.
Carter, William Hammett, 70, Gower-street; Barnstaple; and Claremont-place, Pentonville	J. R. Chanter, Barnstaple.
Carruthers, William, 22, Swinton-street; Barnsbury-road, Islington; and Lancaster	G. Cart, Warwick-court; T. Johnson, Lancaster; C. T. Clark, Lancaster.
Chandler, Richard, 74, Sun-street, Bishopsgate; Moorgate-street; and Walbrook	H. H. Hulbert, Devizes; H. Empson, Moorgate-street.
Clare, Henry John, 1, Adelphi-place, Cold Harbour-lane, Lambeth	R. B. Sanders, Danes-inn.
Cousen, George, Birkenshaw; and Myddelton-square, Islington	J. Rawson, Bradford, Yorkshire.
Crossfield, Abraham, 2, Elizabeth-terrace, Hackney-road	A. Crossfield, Elizabeth-terrace, Hackney-rd.; G. Cart, Warwick-court.
Crump, John Farrington, 46, Winchester-street, Pimlico; Walsall; and Gray's-inn-square	T. Marlow, Walsall.
Davies, Thomas, 22, Huntingdon-street, Barnsbury-park, Islington	W. Bevan, Old Jewry.
Day, Wallace, 15, Clement's-inn, Strand; and Cambridge	W. Jones, Serjeants'-inn, Temple.
Dempster, Frederic, 9, Dartmouth-terrace, Lewisham; Brighton; and Greenwich	A. W. Woods, Brighton.
Dignam, Silvester, London Fields, Hackney	T. Dignam, Size-lane.
Downing, William Alexander, 13, Great Cambridge-street, Hackney-road	N. Overbury, Frederick's-place, Old Jewry.
Karis, Horace, Windsor; Walsall; and New North-road, Hoxton	C. Ford, Bloomsbury-square.
Edwards, Thomas, 16, Vorley's Villas, Junction-road, Upper Holloway	A. R. Steele, Lincoln's-inn-fields.
Elkins, Peter Francis, 53, Euston-road, St. Pancras	E. Elkins, Newman-street.
Ellis, Charles Cydwelyn, 57, Lincoln's-inn-fields	T. Price, Ruthin; W. Lloyd, Ruthin; E. K. Randall, Laurence Pountney-lane.
Elwin, Edward, jun., 13, Cardington-street, Hampstead-road; and Dover	E. Elwin, Dover.
Fenton, James, Stone, Staffordshire	R. Wright, Stone.
Fenton, John Battye, 8, Ely-place, Holborn; and Brooksby-street	F. T. Fenton, Gravesend; H. Edwards, Ely-place.
Francis, Henry James, 5, Raymond's-buildings	E. W. Field, Bedford-row; R. Jackson, Bedford-row.
Furniss, John, 23, Calthorp-street; and Stratton St. Mary	J. Hotson, Stratton St. Mary.
Furniss, John Eyre, 3, Sloane-street; and Sheffield	E. Furniss, Sheffield.
Garrold, Thomas William, Henwick Hill, near Worcester; and Percy-circus, Pentonville	J. Stallard, Worcester.
Hale, William, jun., 34, Bloomsbury-street; Bath; and Great James-street, Bedford-row	W. Hale, Bath.
Hardwick, Benjamin, 19, Gordon-street, Gordon-square	A. Bradbury, Basinghall-street.
Harker, Joseph, Poole	H. M. Aldridge, Poole.
Harrison, Alexander, jun., Birchfield, Staffordshire	H. Hawkes, Birmingham.
Harrison, Arthur Armstrong Lock, College-street, Westminster; and 65, Moorgate-street	J. S. Harrison, Taunton; J. Leech, Moorgate-street.
Harrison, Daniel, 5, Raymond's-buildings, Gray's-inn; and Kendal	E. Harrison, Kendal; T. Harrison, Kendal; T. Johnston, Raymond's-buildings.
Hayward, Thomas, Oxford; Putney; and Harrow-road	H. R. Hill, Throgmorton-street; G. M. Hughes, St. Swithin's-lane.
Heard, George Gustavus Gilbert, 18, Devonshire-terrace, Hyde-park	J. J. Millard, Cannon-street West.
Heard, Bisley Verney, 18, Compton-street East; Buckingham; and Gray's-inn-square	Hearn and Nelson, Buckingham.

Clerks Name and Residence.	*To whom Articled or Assigned, &c.*
Hempson, George, 9, Dudley-place, Paddington; and Bow-lane, Cheapside	T. Lott, Bow-lane.
Heritage, Frederick, 13, Upper Barnsbury-street, Islington	A. Jenkinson, Clement's-lane, City.
Heron, John Rippon, 4, Westbourne-park-place, Paddington; Uxbridge; and Gray's-inn-sq.	W. Gardiner, Uxbridge; T. Chauntler, Gray's-inn-sq.
Hinde, Walter Henry, 24, Bernard-street, Russell-square; and Edge Mount, Sheffield	H. Hinde, Sheffield; W. Smith, Sheffield.
Hirst, William, 5, Gray's-inn-square; Claremont-row, Islington; and Shenley	C. L. Coward, Rotherham; F. J. Ridsdale, Gray's-inn.
Hockley, John, 16, College Villas, Great College-street, Camden Town	W. Sharpe, Bedford-row.
Holberton, John Lidstone, 18, Woodstock-road, East India-road; Kingsbridge; and Serle-st.	G. B. Lidstone, Kingsbridge.
Hooper, Henry Richard, 7, Essex-place, Grange-road, Dalston	F. Turner, Aldermanbury.
Howson, Thomas, Whitehaven	W. Lumb, jun., Whitehaven.
Hunt, William, Bristol	T. Dix, Bristol.
Jackson, Joseph, Downshire-hill, Hampstead; and South-square, Gray's-inn	W. Ford, South-square.
Jaques, Edwin, Birmingham	E. Baker, Birmingham.
Johnson, Robert, 11, Devonshire-street, Islington; Whittlesey; and Bedford-row	J. Peed, Whittlesey.
Kelley, Andrew, 10, Acton-street, Gray's-inn-road	F. L. Barnwell, Russell-square.
Kent, Frederic, 11, Alfred-place, Newington-causeway; and Watling-street, City	W. Jones, Serjeants'-inn; T. Angell, 41, Watling-st., City.
Khuber, Henry, 3, Lancaster-place; Canonbury Villas; and Clapham Park-terrace	J. C. Williams, Lancaster-place, Strand.
King, Matthias Butcher, 9, Brownlow-street, Holborn; and St. John's Wood-terrace, Mary-le-bone	R. Haynes, Orchard-street; G. W. F. Cook, Gray's-inn square; C. Stevens, Gray's-inn-square.
Kitson, John, 110, Warwick-street, Pimlico; and Torquay	C. Kitson, Torquay.
Layton, John, jun., 8, Ely-place; and Park-place, West Islington	J. Jaques, Ely-place; H. Edwards, Ely-place.
Lee, Frederic Coope, 9, Porchester-terrace; and Inverness-road, Bayswater	T. French, Eye.
Lloyd, David, Lampeter	J. Lloyd, Lampeter.
McMillin, John, 4, Claremont-row, Barnesbury-road; and Pentonville-road	A. King, Lyon's-inn.
Marshall, William, 11, Bedford-row; Portsea; and New Boswell-court	W. O. Marshall, Portsea; J. T. White, Bedford-row.
Maynard, Joseph Henry, 28, Gower-place; and College-hill	T. M. How, Shrewsbury; G. Hensman, College-hill.
Mead, George Edward, 2, Durham-place, Chelsea; and Bury-street, St. James's	S. T. Clarke, Bury-street.
Morton, Alexander Henry, 67, Warwick-street, Pimlico; Louth; and New Palace-yard	F. Sharpley, Louth.
Morton, William Pöhlé, 20, King Edward-street, Islington; and Berwick-upon-Tweed	R. Home, Berwick-upon-Tweed.
Mote, James, 39, Coleman-street; and Lewisham	T. H. Bothamley, Coleman-street.
Munns, Arnold Summers, 11, Princes-place, Kennington-cross	J. R. Chidley, Basinghall-street.
Owen, Allan Hellawell, Magdale; and Lockwood	E. L. Hesp, Huddersfield.
Owen, Henry James, 10, St. Alban's-road, Kensington; and New-inn, Strand	H. Nethersole, New-inn, Strand.
Paddison, Howard, 43, Queen's-square, Bloomsbury	D. S. Morice, Coleman-street.
Pannett, Robert Elliott, Whitby	T. B. Simpson, Whitby.
Parker, Francis, The Grove, Blackheath	W. Gibson, Lincoln's-inn-fields.
Parsons, William Dewdney, 43, Frederick-street, Gray's-inn-road	J. H. Tozer, Teignmouth.
Paterson, William James, 7, Bouverie-street	W. S. Paterson, Bouverie-street.
Payne, William, 12, Thornhill-crescent, Islington; Milverton; and Calthorpe-street	J. Payne, Milverton; A. R. Payne, Milverton.
Pearless, William Austen, East Grinstead	W. Pearless, East Grinstead.
Peed, John, jun., 14, Millman-street; Whittlesey; and Doughty-street	S. Peed, Cambridge.
Perham, Henry John, 16, Doughty-street; Wrington; and Tavistock-street	T. Hamlin, Wrington.
Peters, Daniel John, 13, Rochester-road; and Brecknock-terrace, Camden-town	H. Abbot, Bristol.
Phillips, John Worsley, 31, Downshire-hill, Hampstead	J. Pilgrim, Lothbury.
Potts, Henry John, 12, Greek-street, Soho-square; Birmingham; and Daventry	W. P. Allcock, Birmingham.
Provis, Thomas John, 38, Keppel-street, Russell-square; and Oswestry	E. Williams, Oswestry; E. Belfour, Elm-court, Temple.
Ramsay, Joseph, 15, New Ormond-street; and Cockermouth	R. Benson, Cockermouth.
Redfern, William, 14, Gray's-inn-square; and Brixton	S. Shuttleworth, South-square; T. Redfern, jun., Gray's-inn-square.
Richardson, James, jun., Birkenhead; and Great James-street	H. Christian, Liverpool.
Ridsdale, Francis James, jun., Clapham	F. J. Ridsdale, Gray's-inn.
Ritson, Henry, Sunderland	A. J. Moore, Sunderland.
Roberts, Henry Brougham, 17, Spring-gardens	T. Roberts, 17, Spring-gardens.
Roberts, John Edmund, Gloucester	G. P. Wilkes, Gloucester.
Roberts, John Pretyman Slingsby, 37, Russell-square; Cheltenham; George-street; and Hammersmith	J. Philpot, Montague-street, Russell-square.
Roberts, Richard Francis, 16, Argyle-street	R. Hayes, Russell-square.
Sedgefield, Sedgefield Wyatt, 23, Great Percy-street, and Cloak-lane, Cannon-street	J. B. Sedgefield, Abingdon; H. Sheard, Cloak-lane.
Selsby, James, 9, Crescent, Peckham-rye; and Clifford's-inn	W. D. Kiss, jun., Fenchurch-street.
Shepherd, William Robert, Highbury-park; Ludlow; and Shrewsbury	R. Marston, Ludlow.
Smith, Francis Patrick, 24, Bernard Street; Russell-Square; Sheffield; and Lothbury	W. Smith, Sheffield.
Smith, James Williams, Maidenhead	J. Smith, Maidenhead.
Sneyed, William Debank, Penge; Highbury Grange; and Woodlands; near Leek	G. J. Duncan, Liverpool; W. Challinor, Leek.
Southgate, Tufnell Samuel, Denton Court; Gravesend	F. Southgate, Gravesend.
Sowton, Henry, 6, Great James-street	J. Sowton, Great James-street.
Spencer, Richard Evans, 11A, Hart-street, Bloomsbury; and at the Mount, near Cardiff	R. W. Williams, Cardiff.
Stamper, Robert, 2, Percy-circus, Pentonville; and Wigton	J. Studholme, Wigton.
Star, George, Thornbury; and Draycott	E. Lloyd, Thornbury; T. Crossman, Thornbury.
Swinburne, Charles Alfred, Macclesfield; and 2, Grove-place, Brompton	T. M. Colville, Macclesfield.
Sylvester, William, 30, Amwell-street, Claremont-square; and Lincoln	T. Bourne, Alford.
Thorpe, Henry Roby, 65, Myddelton-square, Lloyd-square, Pentonville; Albany-street; and Regent-square	S. Moore, Nottingham; W. Enfield, Nottingham.
Till, Frederick James, Clapham Common	J. M. Clabon, Great George-street.
Trotter, William Dale, Bishop Auckland; Great Coram-street; and Doughty-street	W. Trotter, Bishop Auckland.
Tyshoe, Comrooden, Lee; and Howard-street, Strand	W. H. Ashurst, Old Jewry.
Tyrrell, Henry, 14, Gray's-inn-square; Thurloe-place; and Great Queen-street	S. Shuttleworth, South-square; T. Redfern, jun., Gray's-inn-square.
Vant, William, Woolwich	G. Fry, Mark-lane.
Walton, Joseph Shaw, Chelsea; and Leeds	G. Yewdall, Leeds.
Ward, Francis William, Merton; and Salisbury	J. P. Bickersteth, Salisbury; C. W. Squarey, Salisbury.
Ware, Samuel, jun., 6, Wells-street, Gray's-inn-road; and Belgrave-street, King's-cross	R. T. Head, Exeter; C. H. Venn, Exeter.
White, Jasper Leavens, 34, Wharton-street, Lloyd-square; and Rawdon, near Leeds	E. J. Teale, Leeds; T. G. Teale, Leeds.
Whitting, Robert Arthur, Cambridge; and South-square, Gray's-inn	O. Hyde, Cambridge; A. Turner, Aldermanbury.
Williams, Charles, 10, Somerset-place, New-road; Commercial-road East; and Mile-end-rd.	R. Kingdon, Laurence-lane.
Wilson, John Seyer Worrall, Abergavenny	W. Vizard, Lincoln's-inn-fields.
Wilson, Robert, 32, Red Lion-square; and Compton-place, Islington	A. Turner, Red Lion-square.
Wilson, Sidney, Stamford-hill	J. Fox, Old Broad-street.
Winch, Edward, 7, Howard-street, Craven-street, Strand; and Featherstone-buildings	J. Lewis, Rochester.
Woodward, Hadden, Handsworth; Sidmouth-street; and Winchester-street, Pimlico	F. Woodward, Wednesbury.
Woodward, William Frederick, Ledbury; and Lincoln's-inn-fields	G. Masefield, Ledbury.
Workman, Windover, Basingstoke; and Amwell-street, Pentonville	W. Challis, Basingstoke.
Wynne, Frank, 3, Burton-street, Burton-crescent; Denbigh; and New Palace-yard	P. Morris, Denbigh.
Wynne, Walter William, Liverpool	T. Dodge, Liverpool.
MICHAELMAS TERM, 1858, PURSUANT TO JUDGES' ORDERS.	
Aldridge, George Braxton, Poole	H. M. Aldridge, Poole.
Anderton, Frederic, Bury, Lancashire	R. Crossland, Bury.
Byles, Frederick William, 41, Stanley-street, Pimlico; and Carey-street	J. Beattie, Hans-place, Chelsea; J. Turner, Carey-street.
Church, James, 11, Harpur-street, Red Lion-square; and Leamington Priors	C. E. Large, Leamington.
Copeman, Charles Richard, 48, Ebury-street, Pimlico; and Hull	C. H. Phillips, Hull; H. C. Nisbet, Lincoln's-inn-fields.
Corpe, Sanderson, 7, Hereford-square, Old Brompton; and Mitre-court	E. Hare, Putney.
Flower, Wickham, 17, Gracechurch-street; and Croydon	W. W. Waldnek, Gracechurch-street; J. C. Williams, Lancaster-pl., Strand; J. W. Flower, Gracechurch-st.
Gill, William Henry, Sandal Magna, Yorkshire	Henry Brown, Wakefield.
Holloway, Richard Henry, Buttsbury, Essex; and Billericay	M. G. Smith, Southampton-buildings; D. B. Smith, Slough; E. Woodard, Billericay.
Martin, George, Bradford, Wilts	J. Bush, Bradford, Wilts.
Middleton, Thomas Alfred, 27, Drayton-grove, Old Brompton; Abchurch-lane; and Egham	T. Harvey, Egham.
Newstead, Christopher John, Otley, Yorkshire	H. Newstead, Otley.

Parliamentary Proceedings.

HOUSE OF LORDS.

Tuesday, July 20.

SALE AND TRANSFER OF LAND IN IRELAND.

Lord St. LEONARD'S asked whether it was intended by this Bill that titles to unencumbered as well as encumbered estates should be investigated by the judges themselves (whereby so far as respected the general investigation of titles the whole bar of Ireland would be thrown over), or was it intended that the judges should merely superintend the matter, and refer the titles to legal advisers, in order to ascertain whether they were valid or not? When he, for the purpose of facilitating the transfer of land, asked their Lordships this session to shorten the period of limitation with regard to titles generally to 30 years, they were perfectly shocked at the proposal to bar all adverse claims to an estate on the expiration of so short a period. But what would become of the existing salutary limitation when this Bill passed? Under this Bill a man would go to the Court and ask for a title. He would pay the duty, and obtain a certificate which gave him a good title; but having got it, instead of selling it he kept the estate. Some time afterwards a claimant turned up whose title was clear and unquestionable beyond all doubt. If this Bill became law, however, his claim would be barred in five minutes, for the other person would produce his certificate, which would be a good title as against all comers. Such a provision would revolutionize the whole law of property.

The LORD CHANCELLOR said, for many years past there had existed the greatest possible desire among all parties to discover some plan by which persons having to transfer land would be relieved from the present tedious and expensive process of investigating the title from a very early period, and which would give a parliamentary title as it was called, or a sort of terminus, beyond which it would not be necessary for any investigation to proceed in subsequent dealings with the land. It was found that land sold in the Irish Encumbered Estates Court with a parliamentary title was worth four years' purchase more than land sold in the ordinary way.

Lord CRANWORTH said, the Bill with some amendments would have his support, since it was substantially the same as the measure which he had brought in, and which passed the House by a majority of one.

Wednesday, July 21.

LEGITIMACY DECLARATION BILL.

Lord LYNDHURST explained that the object of this Bill was to enable persons to establish their legitimacy and the validity of the marriage of their parents, as well as their right to be deemed natural-born subjects. The tribunal before which these questions would be brought was the Court for Divorce and Matrimonial Causes, from which declaratory decrees might be obtained on application by petition. The provisions of the Bill, prepared under the direction of the present Attorney-General, and supported in the other House by the late Attorney-General and other eminent lawyers, contained every safeguard against abuse and surprise; and as the measure was intended to correct a serious defect in the law, he trusted that the House would give it a second reading.

The second reading of the Bill was then agreed to.

Thursday, July 22.

COPYHOLD ACTS AMENDMENT BILL.

This Bill went through committee.

HOUSE OF COMMONS.

Friday, July 16.

LAW OF FALSE PRETENCES AMENDMENT BILL.

This Bill was read a second time.

Monday, July 19.

COUNTY COURT DISTRICTS BILL.

This Bill passed through committee.

LAW OF FALSE PRETENCES AMENDMENT BILL.

This Bill passed through committee; and on *Tuesday, July 20*, was read a third time and passed.

Wednesday, July 21.

COUNTY COURT DISTRICTS BILL.

This Bill was read a third time and passed.

Thursday, July 22.

PROBATE AND DIVORCE ACTS AMENDMENT BILLS.

Mr. HADFIELD asked the Secretary for the Home Department whether it was intended to proceed with the Probate Act Amendment Bill and the Divorce Act Amendment Bill, or either of them, this session; and, if so, when.

Mr. WALPOLE replied, that the Attorney-General would try to pass those clauses which were necessary, by correcting defects, to enable the administration of justice to go on; and such other clauses as were likely to give rise to controversy he proposed to strike out in committee.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

The House went into committee on this Bill.

LAW OF PROPERTY AMENDMENT BILL.

This Bill passed through committee.

Amendment of the Bankruptcy and Insolvency Laws.

(*Continued from p. 771.*)

Mr. G. W. HASTINGS, chairman of the committee appointed at Birmingham, in October, 1857, proceeded with his address, to the following effect:—

"We now come to those cases in which it is either not possible, or not thought desirable, to effect any private arrangement, and in which it is therefore necessary that adjudication should issue. With regard to this portion of the Bill, the committee will remember that the principle resolved on was, that we should adopt, as far as possible, the Scotch system, which has been found, since the passing of the last Act*, to work well for that country. But there is this difference between the course which we propose and the system in force in Scotland, that we retain the official assignee and make it his duty to take possession of all the property of the bankrupt the instant that adjudication is issued. I am well aware that some of the members of the committee wish for the entire abolition of the official assignee; but the sub-committee, after giving great attention to the subject, have come to the deliberate conclusion that such a step would not be advisable. I will tell the committee shortly what are the reasons on which that opinion is based. One of the most important objects which bankrupt legislation must always have in view, is, that there shall be some means of bringing all the property of a bankrupt instantaneously under the grasp of the law, and vesting it in independent and impartial hands. If that principle is once lost sight of, we shall again be subjected to all the evils which existed in England before Lord Brougham's great reform, and in Scotland too some years since, and which were so bitterly complained of in both countries. In the Scotch system they try to get over the evil in this way: as soon as sequestration is issued, an application is, when necessary, made to the Court for the appointment of an interim factor, who takes possession of the property, and keeps it till the election of a trustee. That seems to me a roundabout and imperfect way—for an application to the Court must always take time, and be that time long or short, there is danger that some of the property may be made away with. Now, by vesting the property in a permanent officer of the Court, the thing is done as a matter of course, and instantaneously. Moreover, the official assignee will be accustomed to the work, while the interim factor may be any one. He may be badly selected, or, worse still, he may be in collusion with the debtor, and the creditors may suffer from his neglect of the property. We are of opinion, therefore, that it is necessary to retain the official assignee; and, I may mention here, that the great importance which we attach to such an officer has weighed with us in considering the question whether adjudication should be allowed to issue in the county courts. We propose that within fourteen days after adjudication the Court shall appoint a time and place for a meeting of the creditors; and when the creditors have proved their debts, they shall proceed to the election of a creditors'

* 19 & 20 Vict. cap. 79. This Act, which is a consolidating statute, originated in a Bill prepared by a committee of London merchants (presided over by by Mr. Robert Slater), in co-operation with the Scotch mercantile bodies. The Bill was introduced by Lord Brougham, but was not passed. In the following session a Bill was brought in by the Lord Advocate, which was in a great degree the same measure, minus certain provisions. Among these omitted provisions were the private arrangement clauses, and those creating official assignees. This Bill passed as the Act above mentioned, and has unquestionably remedied many of the evils formerly complained of. The mode of distribution of assets is generally thought to be particularly good, and it is this portion of the Act which has been adopted in the Bill of the Association.

assignee, who is to be the sole assignee of the bankruptcy. I believe it is the opinion of many of those who have paid attention to the subject, that one of the evils of the present system is the double assigneeship; and I suspect that one cause of the popularity of the Scotch system is the undivided responsibility thrown on the trustee. We therefore propose to have only one assignee, and to make him responsible for the winding-up of the estate; but we provide that the creditors may, in all cases, elect the official assignee to be their assignee; and I have little doubt that an official assignee, who is competent for the work, and well versed in his duties, will generally be so elected. We expect that it will be a great advantage to the public to maintain in every Bankruptcy Court an officer of this kind, who will be thoroughly practised in the work, and be free from all bias or interest. I may mention that we intend this creditors' assignee to be a paid officer, and we have provided that he shall be paid at such a rate as the creditors think fit. It was suggested to us that the amount of remuneration should be fixed, and that the creditors should not be allowed to pay below a certain rate; but we think it undesirable that the Legislature should interfere in a matter of this sort, and that the amount of remuneration ought to be left open, like any other bargain between man and man. We also propose that the creditors shall at the same time appoint three inspectors, who will not be paid officers, but who will stand in the place of the three commissioners in the Scotch system. It will be their duty to audit the accounts of the assignee, to direct the payment of the dividends, and, generally, to watch over the interests of the creditors, and to report to the Court if there be anything wrong. With regard to the dividend clauses, they are in a great measure the same as those in the Scotch "Bankruptcy Consolidation Act;" and I believe no portion of that recent measure has given more satisfaction, and we may expect that the same system of periodical payments will be found to work beneficially in this country.

"The general principle on which these provisions proceed is, that the men most interested in the bankruptcy should be left, as far as is expedient and practicable, to manage the proceedings. The creditors must be supposed to be reasonable men, and to be as capable of managing the merely commercial part of a bankruptcy as merchants constantly show themselves of winding up the estates of their debtors, without the slightest assistance from the Court. To remedy the defects of the present system, which savours far too much of functionaryism, we wish to give to the creditors a proper control over their own affairs; and one powerful argument which we can urge in favour of our views is this, that while we have given to creditors in this Bill their just rights and proper functions, we have not gone too far; we have not fallen into the opposite error which some, in their aversion to the present system, seem in danger of embracing—of trespassing on the powers of the Court, and vesting judicial functions in the hands of the creditors. We have a firm belief that the true principle in bankruptcy legislation is to bear in mind the broad distinction between the judicial and the mercantile elements in bankruptcy: that, while on the one hand the mercantile part of the business should be kept in the hands of the creditors, on the other hand, the judicial functions should be carefully retained for the Court, and be exercised by a highly-paid, learned, and impartial judge, who, while the creditors look after their own interest, will look after the public rights, and see that while the dishonest bankrupt does not escape the due punishment of fraud, neither is the honest debtor run down by a vindictive minority of creditors.

"Now, as to the question of the county court jurisdiction. That was a point on which the committee felt great difficulty, and upon which they finally resolved to come to a compromise, namely, that the district court should be retained, but the county courts have a concurrent jurisdiction. There was indeed another plan proposed at Birmingham, that was, to make a money limit, by sending the bankruptcies below £500 to the county courts, and those above that sum to the district courts. I am opposed to that plan, because I do not think it is based on a sound principle. The principle on which the county courts were originally established, that of affording local justice for recovering debts of small amount, does not apply here. Those who have had opportunities of seeing the practice in county courts are aware how large a per-centage of the judgments obtained in them are for sums under five pounds, and in such cases both parties are generally resident near to the court. But in bankruptcy we have to consider the convenience of the creditors, and they may live as far from the debtor in a small bankruptcy as in a large one. I have seen lately a rather striking example of the inconvenience which might result from the proposed money limit. A few months ago a bank failed at Worcester, if I remember right, for about forty thousand pounds, and their assets were perhaps fifty times as large as the amount proposed. Now supposing that limit adopted, the affairs of that bank must be wound up in the Birmingham District Court, though I know no reason why such a bankruptcy should not be administered in the County Court at Worcester. There was no fraud, the accounts had been well kept, the creditors were all resident within ten miles of the locality, and for the convenience of all parties the county court was the best place for the transaction of the business. Now let me, in order to illustrate my argument, place another case in juxtaposition with this. Suppose that in the same town an ironmonger fails, whose assets are £400; the case may be far more complicated than that of the bank, fraud may be strongly suspected, and the creditors moreover, as will likely be the case, be resident in Birmingham; yet in this case the proposed limitation would compel the bankruptcy to be wound up in the County Court of Worcester. There are clauses in the Bill providing for cases where there are no assets, and enabling insolvent debtors in those cases to petition the county court. Now with regard to Mr. Miller's proposal, that the district courts should perambulate, that was considered by the sub-committee; but the reasons I heard urged against it, particularly by my friend Mr. William Hawes, who thoroughly understands the subject of bankruptcy, were so weighty and conclusive, that I was quite convinced it was impossible to entertain the idea. The mere number of books and documents which are kept in a bankruptcy court render it essential that it should be stationary. It should sit daily and in a fixed place, in order that adjudication may be issued at any time, and this cannot be so if the court is running about. If it is proposed that there shall be a cou n every town, with books and a staff of officers attached to it, and that the judge only shall be ambulatory, then the expense of the system would become intolerable. It seems to me therefore that if bankruptcy is to be more localized, the only plan is to give concurrent jurisdiction to the district and county courts, and leave to the creditors the option of determining in which court the estate should be wound up. And here the observation I have already made applies, that we must presume the creditors to be reasonable men, who will do what is best for their own interests. It is urged indeed that we do not really give a concurrent jurisdiction, because we do not allow petitions for adjudication to be filed in the county courts; but I think we have done all that is substantially neccessary, and have certainly gone as far as is expedient. To give the power of adjudication on the application of the debtor, or of a single creditor, to five hundred courts scattered through the country,—many of them in remote districts, the great majority sitting only once a month, with no officer really fitted to fulfil the functions of official assignee, and most of them so situated that no such officers could be adequately maintained in connection with them, and to compel creditors to attend these courts from any distance in order to prove their debts and to give their voice in the management of the estate,—would be, in my opinion, to inflict grievous hardships on the mercantile community, would be to inflict inconvenience on the many in order to confer a favour on the few. Whenever the majority of creditors reside in a town which has no district court, they will be able under this Bill, by a simple resolution passed at the first meeting, to transfer the bankruptcy to the county court of that place. And as we propose that this meeting should be fixed according to the residences of the majority of the creditors, the advocates for the county courts, in fact, obtain all that they ask for subsequent to the adjudication. I do not think we can go further than this if we are to retain the district courts at all. No person has advocated more strongly than I have done in this committee the principle of local justice. I am as strongly in favour of it as ever, but I am also strongly in favour of securing unanimity. And let me remind those gentlemen who seem disposed to go into opposition because their views have not been carried so far as they themselves wish, that neither this Bill, nor any comprehensive measure of bankruptcy reform, opposed, as it assuredly will be, has any chance of being carried through Parliament unless its supporters are thoroughly united in their aim. I may say for the sub-committee, that we are prepared to make any alterations that may seem desirable, as far as we can consistently do so; and when the Bill has once been approved and introduced into the House, I trust that nothing will prevent every one of the delegates, whether present here to-day or not, giving to it his cordial support.

"The penal clauses of the Bill are taken, not verbatim indeed, but substantially, from the Draft Bill of the Birmingham

Chamber, presented to the National Association last year, and which has been generally thought a great improvement on the existing law. There is one important point of detail to be considered on this part of the subject. The Bill enables the Court to direct prosecutions for fraud, but the allowances for prosecutions at quarter sessions and assizes are at present so low that it is hardly likely this power could be exercised. I have already mentioned this point to the sub-committee, and have suggested that the Court might be authorised to allow a sufficient sum out of the fund for incidental expenses to defray the costs of prosecutions.

"We have abolished the offices of messenger and broker, and also the Accountant-General, the duties of the latter being transferred to the Chief Registrar, who is to keep an accurate record of all proceedings in bankruptcies. The fees are reduced to a very moderate amount, the number of meetings diminished, and the method of proving debts improved; and by all these things the money of the creditors will be saved. We believe, that, should this Bill pass into law, the expense of winding up an estate in bankruptcy will not be greater than it is in Scotland. We have throughout endeavoured to get rid of legal expense, not by paying solicitors less for what they have necessarily to do, but by giving them less to do in the way of meetings and other matters. We consider it an unsound principle to cut down the remuneration of professional men for their discharge of necessary duties, and I must be allowed to say, that I have met with no men more anxious to diminish the expense of bankruptcy than are respectable solicitors, and I am sure there are no men who give us more able, zealous, and disinterested assistance, than solicitors who are engaged in extensive mercantile practice. I have one word to say as to the certificate. The system of classification is abolished by the Bill; and on that head I believe there will be little difference of opinion; but I intend to take the sense of the committee on some other provisions of the Bill relating to certificates. It is proposed, on the bankrupt passing satisfactorily, that the Court should give him a certificate of conformity. This certificate will be, in fact, an acknowledgment from the Court that the bankrupt has fulfilled his duties to the public, and that he has complied with the requirements of the Act, and it will when granted protect his person from arrest. His discharge from his debts will only be obtained when that certificate has been endorsed by the creditors. This provision was much discussed in the sub-committee, Mr. William Hawes arguing strongly in its favour, but it was only carried by a small majority. I am anxious to take the opinion of the committee upon it, because, after much doubt, I have come to the conclusion that it would not be expedient to adopt it, it being a violation of the principle which I have before alluded to, that the judicial and mercantile elements should be kept distinct in bankruptcy.

"When, on the one hand, we consider the defective condition of the law, and the many grievances that arise from it; the numerous and complex Acts which have accumulated on the subject of bankruptcy; the Courts, which even to those who have the readiest access to them have become repulsive from clearness and inefficiency; a mode of winding up bankrupt estates which is seldom availed of, except in cases of urgent necessity, because opposed to the reasonable and customary method adopted by merchants themselves, and violating the principle, so often laid down by Lord Brougham, that procedure should follow the natural course of action as observed in ordinary transactions between man and man; a laxity of administration, which has made the Court a terror, not to evil-doers, but to the upright creditor, who, having been already unfortunate in the credit he has given, is compelled to endure the additional mortification of seeing his dishonest debtor slip through the fingers of justice:—when, on the other hand, we consider the various salutary provisions in this Bill, and the substantial benefits which its enactment would confer on the community, we must feel bound to support it in the hope that it will form the commencement of those improvements in mercantile jurisprudence, which will probably never be effected except by the united action of Chambers of Commerce and other bodies representing the trading community."

It was then resolved:—

"That the Draft Bill, prepared by the sub-committee appointed at Birmingham, be now approved and adopted, subject to the alterations to be made by this meeting."

In order to meet, as far as practicable, the views of those members of the committee who are anxious to secure a concurrent jurisdiction for the county courts, it was resolved:—

"That the first meeting of creditors shall be held in such place as the commissioner shall appoint, having regard, as far as possible, to the residences of the majority of the creditors."

"That the registrar of the Bankruptcy Court, or the registrar of the County Court of the place in which such meeting is held, shall preside at the meeting and receive the proofs of debts."

Some apprehension having been expressed that petitioners in small insolvent cases might be deprived of their present facilities for release in the county courts, it was resolved:—

"That the sub-committee provide that the insolvency jurisdiction at present vested in the County Courts be continued, and that the sittings be not necessarily private."

It was resolved:—

"That the certificate granted by the Court should operate as a complete discharge to the bankrupt, and that no endorsement by the creditors should be required."

Several other minor alterations were resolved on, and the Bill was to be amended accordingly, prior to its introduction into Parliament.

It was also resolved:—

"That Lord John Russell, the President of the Jurisprudence Department of the National Association, be requested to introduce the Bill into the House of Commons."

"That it is desirable to obtain the opinion of the mercantile classes in London on the principle and details of the Bill."

"That the sub-committee be re-appointed to take any measures that may be necessary for bringing the Bill into Parliament, and obtaining its enactment into law."

Births, Marriages, and Deaths.

BIRTHS.

CAIRNS—On July 20, at 79 Eaton-place, Lady Cairns, of a son.

CHAMBERS—On July 17, at 8 Hotham-villas, Putney, S.W., the wife of R. Harcourt Chambers, Esq., of a son.

GRIDLEY—On July 14, at Brunswick-sq., Brighton, the wife of H. G. Gridley, Esq., Barrister-at-Law, of a daughter, who but a short time survived her birth.

LUSH—On July 22, at Balmoral-house, Avenue-road, Regent's-park, the wife of Robert Lush, Esq., Q.C., of a son.

PEARCE—On July 17, at 9 Claremont-sq., the wife of Mr. James Pearce, of a daughter.

ROWDEN—On July 16, at 17 Downshire-hill, Hampstead, the wife of Francis Rowden, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

MARRIAGES.

CUTLER—MASON—On July 22, at St. John's church, Richmond, by the Rev. the Chancellor Wales, M.A., vicar of All Saints', Northampton, uncle of the bride, assisted by the Rev. John T. Manley, M.A., incumbent of Mortlake, the Rev. Henry George Gervase Cutler, B.A., son of Frank Cutler, Esq., of Bordeaux, Capt. R.N., to Harriet Anne Dorothea, eldest daughter of Nathaniel Mason, Esq., of Richmond-green, Surrey.

GILL—WRIGHT—On July 15, at St. George's, Bloomsbury, Mr. Thomas Gill, jun., of 18 Bedford-place, Russell-sq., Solicitor, to Elizabeth Sarah, widow of Mr. William Wright, late of Carlisle, and second daughter of Mr. Thomas Gash, late of Aldersgate-street.

ORFORD—BRAGA—On July 14, at Walton church, by the Rev. Alfred Hadfield, M.A., incumbent of Silverdale, William Orford, Esq., B.A., of Christ's-college, Cambridge, and Solicitor, of Cheetham-hill, near Manchester, to Eliza, eldest daughter of José Marques Braga, Esq., of Newbie-terrace, Walton Breck, near Liverpool.

PIDCOCK—HUDSON—On June 14, at St. Mary's, Woolwich, by the Rev. Henry Brown, M.A., rector, Richard Pidcock, Esq., of Church-hill, Woolwich, to Emma, eldest daughter of George Hudson, Esq., of Brewer-street, Woolwich.

TACEY—GREEN—On July 13, at St. Paul's church, Hammersmith, Mr. William George Tacey, of Brighton, to Jessy, only daughter of the late Samuel Frederick Green, Esq., Solicitor, of Lincoln's-inn-fields.

DEATHS.

PARKER—On July 20, at 14 Ashley-place, Westminster, Mary, widow of the late Hon. Vice-Chancellor Sir James Parker, aged 59.

WHITE—On July 13, at Merton, Surrey, Mary, the wife of Edward White, of Great Marlborough-street, Esq., aged 57.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereafore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BICKETT, Rev. JAMES, Curate of Ovingham, Northumberland, and JOHN DYNELEY, Gray's-inn-square, £106 : 10 : 9 Consols.—Claimed by THOMAS DYNELEY, CHARLES DYNELEY, JOHN COVERDALE, and DANIEL JAMES LEE, executors of JOHN DYNELEY, who was the survivor.

DAVENPORT, SAMUEL, Silversmith, Lime-street, £30,000 Consols.—Claimed by GEORGE POWELL, one of the executors.

DYE, ROBERT, the younger, Gent., White Lion-street, Spital-square, £100 New 3*l.* per Cents.—Claimed by ROBERT DYE, formerly the younger.

GALLWEY, Sir WILLIAM PAYNE, Bart., Southampton, £2078 : 18 : 4 New 3½ per Cents.—Claimed by Sir WILLIAM PAYNE GALLWEY, Bart., the acting executor.

GREEN, BENJAMIN, Gent., Islington-terrace, Cloudesley-square, and MARY ANN GREEN, his wife, £15 per annum Long Annuities.—Claimed by ANN COLES, Widow, late wife of JAMES COLES, the sole executrix of MARY ANN GREEN, who was the survivor.

HALL, WILLIAM, Gent., Thaver-street, Manchester-square, £42 per annum Long Annuities.—Claimed by WILLIAM HALL.

MITCHELL, Captain WILLIAM, R.I.C.S., £12,045 : 6 : 10 *d.* per Cents., 1826.—Claimed by WILLIAM SOLTAU, one of the executors.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

FOX, RICHARD, Watch Finisher, Prince Edwin-street, Liverpool (who died in Dec., 1857). *Fox v. Teague. Last Day for Proof*, Aug. 14, at office of District Registrar, 1 North John-street, Liverpool.

Isaac, George Frederick, Solicitor, formerly of Pall-mall East (supposed to be now dead). To communicate with Mr. Henry Fryer, Solicitor, 2 Gray's-inn-place, Gray's-inn.

Page, Samuel, 128 Brick-lane, Spitalfields (who died on Nov. 24, 1836). Page v. May, M. R. *Last Day for Proof*, Oct. 29.

Money Market.

City, Friday Evening.

During the past week the English Funds have gradually improved. The closing price of Consols this afternoon for money is 95⅞ to 96 per cent., showing an advance since this day week of ⅜ per cent. In the foreign stock-market there has also been some improvement in price, with an active demand. The railway market has been favourably influenced by the advance in the English funds, and also by an increase in traffic. In several important lines the shares have materially advanced.

The arrivals of specie have been large, and gold has come in at the Bank from several quarters. From the Bank of England return for the week ending the 21st inst., it appears that the amount of notes in circulation is £20,605,630, being a decrease of £177,730; and the stock of bullion in both departments is £17,212,937; showing an increase of £314,271 when compared with the previous return.

The proprietors of the London and Westminster Bank held their half-yearly meeting on Wednesday, Alderman Salomons in the chair. The report of the directors was adopted, and a dividend declared at the rate of 6 per cent. per annum, and a bonus of 5 per cent. on the paid-up capital. The sum of £2578 remaining from the profits of the preceding half-year has been added to the surplus fund, making that fund amount to £165,204. The net profits of the last half-year amount to £93,882. The Bank holds in Government Stock, Exchequer Bills, Exchequer Bonds, and India Bonds, nearly £1,800,000, and cash in hand nearly £900,000.

Much has lately been said in England relative to the depression of public securities and the stagnation of trade in France. From a statement taken from the *Moniteur*, it appears that the revenue of France for the first six months of 1858, compared with the corresponding period of 1857, shows an increase of £556,400; and compared with the corresponding period of 1856, an increase appears of £1,607,800. The items of revenue in which an improvement has taken place in 1858, compared with 1857, are, home-made and colonial sugar, liquors, and tobacco; on the other hand, a decrease in revenue appears in foreign sugar, in stamp duties, in gunpowder, and in miscellaneous merchandise. A balance of the aggregate amounts shows an improvement of revenue in 1858 over 1857 and 1856 as above-mentioned. In regard to public securities, the present price varies very little from the quotations of last year and the early part of the present year. These facts give a favourable aspect to the present state of affairs in that country.

English Funds.

English Funds.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	222 4	224 2½	224	223 5	224 226	226
3 per Cent. Red. Ann...	95⅝ ⅜	96 ¼	96 ¼	96¼ 5 ⅜	96¼ ¼	96¼
3 per Cent. Cons. Ann...	95⅝ ⅜	95⅝ ⅜ ⅝	95⅝ ¼ ⅜	95⅝ ⅜ ½	95⅝ ⅜ ½	96
New 3 per Cent. Ann...	95⅝ ⅜ 6	96⅛	96¼	96⅛ ¼	96 ¼ ⅛	96⅛
New 2½ per Cent. Ann..	79½	..	78½	79½	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	1⅝	1⅝	..	1⅝
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	18½	18½	18½	..	18½	18½
India Stock	..	220 219	..	..	..	217
India Loan Debentures..	99½	99½ 9	99½ 9	..	99½	99½
India Scrip	..	..	..	..	..	..
India Bonds (£1,000) ..	..	..	..	..	15s 19sp	19s p
Do. (under £1,000).....	15s p	19s p	15s 19sp	..	15s 19sp	18s p
Exch. Bills (£1000) Mar.	..	37s p	35s 36sp	36s 38sp	..	37s p
Ditto June....	25s 22sp	..	22s 25sp	23s 26sp	26s 23sp	23s p
Exch. Bills (£500) Mar.	..	..	38s p	..	36s 35sp	..
Ditto June....	..	..	..	23s p	..	..
Exch. Bills (Small) Mar.	35s p	37s 34sp	..	..	36s 35sp	..
Ditto June	22s p	25s p	..	26s 23sp	..	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 2½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 2½ per Cent.	..	103½	100½	100½	100½	101

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	..	90½	..	..	..	..
Caledonian.....	78½ ½ 8	78½ 7½	77½ 8	77½ 8½	78 ½	78½ 8½
Chester and Holyhead..	..	37 9	..	..	39½ 40½	39½
East Anglian	..	..	..	16½	16½	..
Eastern Counties	61½	61½ ⅝ ½	62 1½ ½	63 1½ ½	63 1½ 2	63½ 2
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	92	..	..	90½
Edinburgh and Glasgow	..	..	26	..	..	..
Edin. Perth, and Dundee	25½ 5	..	..	25½	..	..
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	101½ 2	102½ 1½	101½	101½ ½	101½ 2	102
Ditto A. Stock	..	..	..	81	82	84 ½
Ditto B. Stock	..	130	..	..	131 130	..
Gt. South & West. (Ire.)	..	103½	104 3½	103 ¼	..	..
Great Western	49½ 9 ½	49½ 50	49½ ½ ⅝	49½ ½	49½ ½	49 ⅛ ⅜
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	..	..	91½	91½ ½ ⅜	92 ½	92 ½ ½
Lon. Brighton & S. Coast	110	..	..	110 9½	109½	109½ ⅜
London & North-Wstrn..	89⅝ 90⅛	91⅛ ⅜ ½	91⅛ ⅜ ½	91⅛ ⅜ ½	91⅛ 2½	91⅛ 2
London & South-Westrn.	94½	94	94	94½ 4	94½	94½
Man. Sheff. & Lincoln..	36	..	..	..	..	..
Midland	92½ ⅜ 3	93½ 2½	92⅜ 3 ½	93½ 2½	93½ 2½	93⅜ ½
Ditto Birm. & Derby	64½	..	..	..	..	..
Norfolk	..	60	..	..	..	..
North British	48⅜ 9	49½ ⅜ ⅝	49⅜ ½	49⅜ ½	49⅜ 50	49⅜ 50
North-Eastern (Brwck.)	91½ ⅛	91½ ⅛	91½ ⅛	..	91½	91
Ditto Leeds	46 ⅜	46½	46½	46½	..	..
Ditto York	72½ ½ ⅜	73 2½	72½ 3	72½ ½	72½	..
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	..	..	..	28	11½
Scottish Central	109½	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	26	..	26 ½ ⅜	26½ ⅜
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	35	..	35	34½	35	..
South-Eastern	67 ½	68 67½	68	67½	67½	67½
South Wales	..	79½ ½	..	..	..	..
Vale of Neath	98	97 ½ ⅜	..	..	..	..

Insurance Companies.

Equity and Law	4
English and Scottish Law Life	4
Law Fire	3⅜
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	4½ 5 xd
London and Provincial Law	3
Medical, Legal, and General	par
Solicitors' and General	par

Estate Exchange Report.

(For the week ending July 15, 1858.)

At the Mart.—By Messrs. Norton, Hoggart, & Trist.

Freehold, Part of Roxborough Farm, Harrow, Middlesex; two enclosures of meadow land, about 19a. 2r. 34p.—Sold for £2100.

Freehold Ground-rent of £110 per annum, secured upon "The Mount Estate," Harrow, and Northolt; residence, grounds, &c., about 31a. 3r.—Sold for £3400.

Freehold, several enclosures of Meadow Land adjoining the above, about 67a. 0r. 29p.—Sold for £3720.

Freehold, Enclosure of Meadow Land, with small cottage and buildings thereon, adjoining "The Mount," about 14a. 1r. 7p.—Sold for £1700.

By Messrs. Gadsden, Winterflood, & Ellis.

Leasehold, Dwelling-house & Shop, No. 36, Providence-row, Park-road, Islington; term, 98½ years from Michaelmas, 1824; ground-rent, £8; let at £32 per annum.—Sold for £190.

By Burgin, Brothers.

Freehold, Nos. 17 & 18, Upper George's-place, Holloway; let at £35:2:0 per annum.—Sold for £305.

Freehold Residence, No. 5, Prospect-place, Upper Barnesbury-street, Islington; let at £27 per annum.—Sold for £305.

By Mr. B. Rix.

Freehold, Drywood's Farm, Hornchurch, Essex, comprising farm-house, agricultural buildings, a cottage, &c., garden, orchard, and several enclosures of pasture and corn land, altogether 72a. 3r. 13p.; let at £96:4:0 per annum.—Sold for £3300.

At the Mart.—By Messrs. Charlton.

Freehold Villa Residence, the Firs or Keebles, Brenchley, Kent; gardener's house, 2 cottages, outbuildings, and 14a. 1r. 33p. paddock, pleasure, and fruit grounds.—Sold for £1520.

Freehold Enclosure of Arable Land, Cockett-field, Brenchley, 2a. 0r. 34p.; let at £2 per annum.—Sold for £70.

Freehold, Powlhurst, and Hickmott's Farm, Brenchley, containing together 121a. 1r. 13p., with farm-house, outbuildings, 2 cottages, brick-yard, kiln, &c.—Sold for £3650.

Freehold, "The Castle-inn," Stabling and Premises, 2 Labourers' Cottages, &c., and about 14a. 3r. 9p. land called Maglands; let at £45 per annum.—Sold for £1010.

Freehold Enclosure of Arable and Meadow Land, "Ballswimmers," 5a. 0r. 1p.—Sold for £200.

Freehold, Pistock-hill Meadow, and Shaw's, 5a. 3r. 14p.—Sold for £390.
Freehold, Crook House, let in 2 cottage tenements, with about 1 acre of land.—Sold for £190.
Freehold Parts of Crook House and Latterstoll Farms, containing together 51a. 0r. 17p.—Sold for £820.
Freehold Enclosure, Arable and Wood Land, "Baker-field," 3a. 1r. 15p.; let at £3 per annum.—Sold for £100.
Freehold Cottage, in 2 dwellings; let at £9 per annum, and about 2a. 1r. 10p. of meadow land adjoining.—Sold for £310.

By Mr. ORPWOOD.

Leasehold Dwelling Houses, Nos. 7 & 8, Cleveland-terrace, Victoria-road, Dalston; term, 90 years from Midsummer, 1853; ground-rent, £7; let at £48 : 2 : 0 per annum.—Sold for £290.

AT THE MART.—By Messrs. BRADEL & SONS.

Freehold, the Newtown Park Estate, Boldre, Southampton, comprising mansion and grounds, residence, "Grove House," farm-house, three cottages, &c., and 313 acres pasture, arable, and woodland.—Sold for £16,100.

By Mr. J. W. WARD.

Leasehold Dwelling-house, No. 7, Winchester-place, High-street, Peckham; term, 80 years from Lady-day last; ground-rent, £3; let at £16 : 18 : 0.—Sold for £100.
Leasehold, No. 8, Winchester-place; same term and ground-rent; let at £18 : 4 : 0 per annum.—Sold for £100.

By Messrs. CHINNOCK & GALSWORTHY.

The Equity of Redemption in a Leasehold Estate, Nos. 5a & 4a, James-street, Nos. 10 & 19, Shelden-street, and 22, Westbourne-place, Bishop's-road; held for long terms, at ground-rents amounting to £100 per annum; total clear rental about £320 per annum, subject to a mortgage for £3000, effected at 5 per cent. for an unexpired term of 1½ years.—Sold for £1000.
Leasehold House and Shop, No. 18, New-street, Dorset-square; term, 91½ years from Christmas, 1809, at a peppercorn; let at £70 per annum.—Sold for £760.
Freehold, three Pasture Fields, part of the Combe Estate, Presteign, Herefordshire; about 26a. 2r. 33p.; also three undivided ¼ parts of a piece of meadow land, about 2a. 2r. 11p.—Sold for £1250.

AT THE MART.—By Messrs. NORTON, HOGGART, & TRIST.

Leasehold Dwelling Houses, Nos. 1, 2, 3, & 4, Foundling-terrace; an d extensive workshops, yard, and premises in the rear; term, 51 years, from Midsummer, 1858; ground-rents, £8; let at £204 : 10 : 0.—Sold for £1660.
Freehold, "The Star Coffee House," No. 10, Arundel-court, Haymarket; let at £50 per annum.—Sold for £820.
Leasehold Residence, No. 25, Euston-square, St. Pancras; term, 50 years from Midsummer last; ground-rent, £36 : 15 : 0 per annum; estimated value, £70 per annum.—Sold for £200.
Freehold Plot of Building Land, London-road, Clapton, Middlesex.—Sold for £120.
Freehold Plot of Building Land, close to Higham Hill Common, Walthamstow, Essex.—Sold for £15.

By Messrs. ABBOTT & WRIGGLESWORTH.

Freehold, Five Houses, Nos. 6, 7, 8, 9, & 10, Charterhouse-square; let at £397 per annum.—Sold for 6360 guineas.
Freehold Mansion, No. 26, St. James-place, St. James, Westminster.—Sold for £3000.

By Mr. ABRAHAM BOOTH.

Leasehold, Improved Ground Rents, £13 per annum; secured upon Nos. 16 & 17, Upper Hillmarton-villas, Camden-road; term, 90 years from June 24, 1852.—Sold for £240.

AT GARRAWAY'S.—By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold, Hyde House, Edmonton, Middlesex; family residence, gardens, cottage, numerous outbuildings, meadow-land, &c.; about 11a. 3r. 0p.; let at £167 : 9 : 0 per annum.—Sold for £3500.
Freehold, Cottage Residence, adjoining Salisbury House, Bury-street, Edmonton; let at £18 per annum; also a piece of meadow-land, 1a. 1r. 0p.—Sold for £510.
Freehold Plot of Building Land, Bury-street, let at £2 per annum; cottage and garden, let at £7 : 16 : 0 per annum; also farm-buildings, stack-yard, and piece of meadow-land, 1a. 2r. 30p.—Sold for £380.
Freehold Plot of Building Land, Bury-st., 1a. 2r. 30p.—Sold for £305.

AT GARRAWAY'S.—By Mr. MURRELL.

Copyhold, Baker's Shop and Dwelling-house, with outbuildings, &c., Sunbury, Middlesex; let at £38 per annum.—Sold for £670.
Leasehold, House and Shop, No. 3, Little Queen-street, Lincoln's-inn; term, 70 years from 8th April, 1826; ground-rent, £15 : 10 : 0; land-tax, £3 : 15 : 3; let at £80 per annum.—Sold for £600.

AT THE MART.—By Messrs. HARDS & VAUGHAN.

Freehold Houses, Nos. 1, 2, & 3, Cock-court, Snow-hill, and spacious cellarage, producing £84 : 15 : 0 per annum.—Sold for £570.
Leasehold Business Premises, No. 1, Lyall-place, St. George's, Eaton-square, Pimlico; term, 66 years from 25th March, 1858; ground-rent, £14; let at £55 per annum.—Sold for £495.
Leasehold Private House, No. 6, Deacon-terrace, Pelton-road, Greenwich; term, 51 years from Christmas, 1857; ground-rent, £2 : 9 : 0; estimated annual value, £18.—Sold for £115.
Leasehold, an acre and a half of Building Land, Florence-street, Deptford, together with a leasehold ground-rent of £12 : 10 : 0 per annum, secured upon six houses, built thereon; term, 76 years from 25th March last; ground-rent, £45.—Sold for 70.

By Mr. ATKINS.

Copyhold Residence, Paradise-row, Stoke Newington; let at £35 per annum.—Sold for 360.
Leasehold Residence, No. 21, Church-road, De Beauvoir-town, Kingsland; term, 61½ years from Midsummer, 1858; ground-rent, £4 : 10 : 0; let at £36 per annum.—Sold for £310.

By Messrs. DEAN & HUDSON.

Freehold plot of Building Ground, West-hill, near Wandsworth; 196 feet frontage.—Sold for £280.
Freehold plot of Building Land, Melrose-road, West-hill; 130 feet frontage.—Sold for £260.

By Mr. MARSH.

Freehold House and Shop, No. 14, Great Queen-street, Lincoln's-inn-fields; let at £50 per annum.—One undivided moiety of which sold for £400.
Copyhold Farm, with house, barn, outbuildings, &c.; and 64a. 1r. 26p. arable land, Ropley, Hants.—Sold for £1900.
Leasehold Residence, No. 81, Chalton-street, Somers-town; term, 91 years from Michaelmas, 1791; ground-rent, £3; let at £28 per annum.—Sold for £180.
Leasehold Improved Ground-rent, £28 : 10 : 0 per annum, with reversion, arising from Nos. 6, 7, & 8, Churchway, Somers-town; let for 59½ years from Michaelmas, 1825; held for 91 years from Michaelmas, 1791.—Sold for £330.

AT THE MART.—By Messrs. CHINNOCK & GALSWORTHY.

Freehold, 41a. 0r. 20p. Land, forming part of the Combe Estate, in the parish of Presteign, Herefordshire.—Sold for £1400.
Freehold, Piece of Pasture Land, containing about 2r. 13p., also part of the Combe Estate.—Sold for £25.
£6650 5½ per cent. Perpetual Preference Stock in the West Hartlepool Railway Company.—Sold, in lots of £500 each, for £7345, averaging about 111 per cent.

London Gazettes.

New Member of Parliament.

TUESDAY, *July* 20, 1858.

BOROUGH OF STAMFORD.—Sir Stafford Henry Northcote, Bart., of Pynes, in the County of Devon, *vice* John Inglis, Esq., who has accepted the office of Her Majesty's Lord Justice Clerk in Scotland.

Bankrupts.

TUESDAY, *July* 20, 1858.

BERRY, ELIZABETH, Hotel Keeper, Birkenhead. *Com.* Perry: July 29 and Aug. 23, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Francis & Almond, Liverpool. *Pet.* July 16.
COX, JOSEPH, Berlin Wool Dealer, 13 William-st., Camden-rd., Holloway, and 16 Park-terr., Regent's-park. *Com.* Fane: July 30 and Aug. 27, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Allen, Nicol, & Allen, 88 Queen-st. *Pet.* July 10.
CRABTREE, SAMUEL, Builder, 38 Vine-st., York-rd., Lambeth. *Com.* Fane: July 30, at 12; and Aug. 27, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* J. & S. Solomon, 23 Finsbury-pl. *Pet.* July 19.
GARSIDE, THOMAS, Licensed Victualler, Ashton-under-Lyne. Aug. 6 & 27, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Peck & Evans, Ashton-under-Lyne. *Pet.* July 13.
HALEY, WILLIAM, Hatter, Leeds. *Com.* West: Aug. 6 and Sept. 3, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Upton & Yewdall, Leeds. *Pet.* July 16.
PUTTOCK, JOHN, Timber Merchant, 319 Upper Marsh, Lambeth, Surrey, and Horsham, Sussex. *Com.* Holroyd: Aug. 3 and Sept. 7, at 2; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lepard & Gamman, 9 Cloak-lane. *Pet. for Arrgmt.* June 8.
ROSS, MICHAEL, Boot and Shoe Manufacturer, Manchester. Aug. 3 & 31, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Boote & Jellicorse, Manchester. *Pet.* July 17.

FRIDAY, *July* 23, 1858.

BOLTON, THOMAS, Bookseller & Publisher, 3 Dane's-inn, Strand, and 16 St. Augustine-road, Camden-town. *Com.* Goulburn: Aug. 3, at 1; and Sept. 13, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Copping, Coleman-st. *Pet.* July 22.
BRADFORD, JOHN, Road Contractor, Altrincham and Bowdon, Cheshire. Aug. 6 & 27, at 11; Manchester. *Off. Ass.* Hernaman. *Sol.* Taylor, Cooper-st., Manchester. *Pet.* July 21.
ELSWORTH, JOHN, Naphtha Manufacturer, Kingston-upon-Hull. *Com.* Ayrton: Aug. 4 and Sept. 1, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Holden & Sons, Kingston-upon-Hull. *Pet.* July 14.
GRAY, SETH, Cloth Manufacturer, Calverley, Yorkshire. *Com.* Ayrton: Aug. 9, at 11.30; and Sept. 3, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Barr, Nelson, & Barr, Leeds. *Pet.* July 14.
GRIFFITH, THOMAS, Builder, 5 Montpellier-st., Walworth. *Com.* Goulburn: Aug. 4, at 11; and Sept. 6, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Howell, 15 Bow-lane, Cannon-st. *Pet.* July 15.
HUGHES, JOHN, & THOMAS DYNE STEEL, Engineers, Newport, Monmouthshire, carrying on business under style of Usk Side Iron Company. *Com.* Hill: Aug. 10 and Sept. 14, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Llewellin, Newport; or Savery, Clark, Fussell, & Prichard, Bristol. *Pet.* July 21.
JONES, RICHARD, Ship Owner, Dolgelly, Merionethshire. *Com.* Perry: Aug. 10 & 31, at 12; Liverpool. *Off. Ass.* Morgan. *Sols.* Francis & Almond, 31 North John-st., Liverpool. *Pet.* July 7.
LYALL, JOHN, formerly of the Swan Brewery, Chelsea, Dealer in Malt and Hops, then of Thurloe-sq., Brompton, and late of North-crescent, Tottenham-ct.-rd., and then of 16 Regent-sq., out of business, now a Prisoner for Debt in the Queen's Prison, Southwark. *Com.* Goulburn: Aug. 2, at 1.30; and Sept. 6, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sols.* King & Webb, 35 King-st., Cheapside. *Pet.* July 20.
PARKER, BENJAMIN, Merchant, late of 1 Adelaide-pl., London-bridge (Truman, Parker, & Co.), now of Sufferance-wharf, Millwall, and also a Prisoner in the Queen's Prison, Southwark. *Com.* Fonblanque: Aug. 4, at 2; and Sept. 8, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Reed, 1 Guildhall-chambers, Basinghall-st. *Pet.* July 19.
PEARSON, WILLIAM, Market Gardener, East Bergholt, Suffolk. *Com.* Goulburn: Aug. 2, at 1; and Sept. 6, at 2.30; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Jones, 14 Gresham-st., and Colchester, Essex. *Pet.* July 16.
WEST, JOHN, Ironmonger, Plymouth. *Com.* Bere: Aug. 12 & 31, at 1; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sols.* Rooker, Lavers & Matthews, Plymouth; or, Stogdon, Exeter. *Pet.* July 20.
WHILE, JOHN, Miller, Loughborough. *Com.* Bulgin: Aug. 5 & 26, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sol.* Latham, Melton Mowbray. *Pet.* July 22.
ZUCKER, LEWIS, Jeweller, 322 Oxford-st. *Com.* Goulburn: Aug. 3, at 11; and Sept. 6, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Lewis & Lewis, Ely-pl., Holborn. *Pet.* July 20.

MEETINGS.

Tuesday, *July* 20, 1858.

Bowman, Edward Barons, Apothecary, Archerfield-house, Highbury New-park, Islington, and 1 Alma-villas, Dalston, and carrying on business in partnership with Lewis Robert Raymond, 1 Alma-villas (Bowman & Raymond). *Div.* Aug. 10, at 12; Basinghall-st. *Com.* Goulburn.

Lawrence, Maria, Tailor, Lambeth-walk, Lambeth. *Div.* Aug. 12, at 12; Basinghall-st. *Com.* Fane.

Oates, Charles, Woolstapler, Heckmondwike, Yorkshire. *Prf. of Dbts.* July 30, at 11; Commercial-bldgs., Leeds. *Com.* West.

Penston, George, & Sarah Penston, Ironmongers, 21 Penton-row, Walworth-road. *Div.* joint est., and sep. est. of each, Aug. 12, at 12; Basinghall-st. *Com.* Fane.

Rainford, William, Cabinet Maker, Liverpool. *Div.* Aug. 10, at 11; Liverpool. *Com.* Perry.

Friday, *July* 23, 1858.

Bulcock, Frederick, Grocer, Colne, Lancashire. *Last Ex.* (*from adjnt. sine die*) Aug. 4, at 12; Manchester. *Com.* Jemmett.

Buxton, James, Cotton Spinner, Leavengreave, Rochdale, Lancashire. *Div.* Sept. 10, at 12; Manchester. *Com.* Skirrow.

Cockshott, Edmund, & John Cockshott, Worsted Manufacturers, Frizinghall Mill, Bradford, Yorkshire. *Div.* Aug. 13, at 11; Commercial-bldgs., Leeds. *Com.* West.

Exley, Charles, Corn Factor, Wakefield. *Div.* Aug. 13, at 11; Commercial-bldgs., Leeds. *Com.* West.

Keal, William Henry John, & Daniel Jackson Roberts, Merchants, 3 Rood-lane, and Prince Edward's Island (Keal & Roberts). *Last Ex.* (*by adjnt.* from July 3) Aug. 4, at 12.30; Basinghall-st. *Com.* Fonblanque.

Moore, John, Cloth Manufacturer, Pudsey, Yorkshire. *Div.* Aug. 13, at 11; Commercial bldgs., Leeds. *Com.* West.

Parkinson, William, Worsted Spinner, Bradford. *Div.* Aug. 13, at 11; Commercial-bldgs., Leeds. *Com.* West.

Turnbull, Ralph, News Agent, 71 West Percy-st., North Shields. *Last Ex.* (*by adjnt.* from July 8) Aug. 5, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

DIVIDENDS.

Tuesday, *July* 20, 1858.

Bailey, William Lamont, Merchant, 23 Crutched Friars, trading in copartnership with Richard Harvey, jun. First, 10*d.* sep. est. W. L. Bailey. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 1.

Baker, Edward, Hotel Keeper, Roaherville. First, 6*s.* 3*d.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Barry, John, Milliner, Bath. Div. 4*s.* 10*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Bates, William, Auctioneer and House Agent, 5 Welbeck-st., Cavendish-sq. Second, 7*s.* *Graham*, 25 Coleman-st.; July 22 and three following Thursdays, 11 to 2.

Beardshaw, Henry, 6 Bank-chambers, Lothbury. First, 1*s.* 1½*d.* *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

Blow, Robert, & John Blow, Corn and Coal Merchants, Great Grimsby. First, 3*s.* *Carrick*, Quay-st.-chambers, Hull; any Thursday before Aug. 7 or after Oct. 4, 11 to 2.

Bevan & Son, Bookbinders, Chapel-st., Grosvenor-sq. First, 11½*d.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Campbell, Archibald, Army Agent, Regent-st., trading in copartnership with Angus M'Donald. First, 1*s.* 6*d.* sep. est. A. Campbell. *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Clapham, George Erasmus, Licensed Victualler, "Rose," Farringdon-st. Second, 2*s.* 9*d.* *Edwards*, 22 Basinghall-st.; July 21, 11 to 2.

Coleman, Francis Brewer, Linen Draper, 24 Queen's-bldgs., Knightsbridge. First, 1*s.* 11*d.* *Edwards*, 22 Basinghall-st.; July 21, 11 to 2.

Cooper, John Martin, Ship Owner, Sunderland. First, 1*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

Dolby, John Markvillie, Chemist & Druggist, Market Rasen. First, 9*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Eldridge, Thomas, Coach Maker, Upper North-place, Gray's-inn-road. First, 1*s.* 9*d.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Ford, William, Innkeeper, Chipping Lambourne, Berks. First, 7*d.* *Graham*, 25 Coleman-st.; July 22, and three following Thursdays, 11 to 2.

Hall, George, Upholsterer, North-st., Brighton. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Harridance & Butler, Corn Merchants, Maldon. First, 3*s.* 8½*d.* joint est., 1*s.* 5½*d.* Harridance's sep. est., and 1*s.* 9½*d.* Butler's sep. est. *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Hoe, William, Stationer, Bishopsgate-st. Second, 1*s.* 6*d.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Hoffeston, William, Laceman, 132 & 142 Oxford-st. First, 3*s.* 8*d.* *Graham*, 25 Coleman-st.; July 22, and three following Thursdays, 11 to 2.

Hunt, Charles John, Billiard Table Maker, 21 Cork-st., 64 St. James-st., and 107 Quadrant, Regent-st. Second, 4*d.* *Edwards*, 22 Basinghall-st.; July 21, 11 to 2.

Holcombe, Samuel, Grocer, Little Dean. Div. 3*s.* 7*d.* *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

James, Charles, & Henry John Evans, Coopers and Basket Makers, Beer-lane, and Bermondsey-st. First, 4*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Jeffreys, Rees, Outfitter, Liverpool. First, 3*s.* 3*d.* *Casenove*, 11 Eldon-chambers, South John-st., Liverpool; any Thursday, 11 to 2.

Knight, John Peter, Hop and Seed Merchant, and Brewer, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. Second, 9½*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Large, John, Coach Maker, Great Queen-st., Lincoln's-inn. Second, 6*s.* 6½*d.* *Graham*, 25 Coleman-st.; July 22, and three following Thursdays, 11 to 2.

London, Hamburgh, and Continental Steam Packet Company (Limited). First, 3*s.* 4*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Maw, Isaac Tetley, Farmer, Fridaythorpe, Yorkshire. First, 10*s.* *Carrick*, Quay-st. Chambers, Hull, any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Pearson, Thomas, Ironmonger, Calthorpe-pl., Gray's-inn-lane. Second, 3½*d.* *Lee*, 20 Aldermanbury; July 22, 11 to 2.

Perrin, John Goulden, William Leonel Freestone, & Samuel William Tuckey, Ship Owners, Bristol. Div. 10*d.*, joint est.; 10*s.* 7*d.* sep. est. J. G. Perrin; 20*s.* sep. est. W. L. Freestone; and 10*s.* 2*d.* sep. est. S. W. Tuckey; *Miller*, 19 St. Augustine's-parade, Bristol; any Wednesday, 11 to 1.

Pinhorn, Henry & Robert, Tailors, High-st., Southampton. Final, 1½*d.* sep. est. of R. Pinhorn, who also traded on his own acct. at Newport, Isle of Wight. *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Richards, George Marbutt, Grocer, 8 Parade, Northampton. First, 6*s.* 1*d.* *Graham*, 25 Coleman-st.; July 22, and three following Thursdays, 11 to 2.

Rowley, Stephen, Fellmonger, Cambridge. First, 6*s.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Sadgrove & Ragg, Cabinet Makers, Eldon-st. Third, 1*s.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Small, Edward, Plumber, Northgate-st., Ville of Gregory, Canterbury. First, 11*d.* *Graham*, 25 Coleman-st.; July 22, and three following Thursdays, 11 to 2.

Smallpeice, Henry William (trading in copartnership with Henry William Bund Smallpeice), Curriers and Saddlers, Guildford, and Aldershot. First, 1*s.* 8*d.*, sep. est. H. W. Smallpeice. *Pennell*, 3 Guildhall-chambers, any Tuesday, 11 to 2.

Smith, Edward, Woolstapler, 116 Russell-st., Bermondsey. First, 1*s.* 11*d.* *Whitmore*, 2 Basinghall-st.; any Wednesay, 11 to 3.

Smith, Tilden, James Hilder, George Scrivens, & Francis Smith, Bankers, Hastings. Second, 7*s.* 6*d.* sep. est. of F. Smith. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

Streatfeild, W. C., Underwriter, 30 Cornhill. Second, 8*d.*, for creditors of the General Maritime Assurance Company. *Lee*, 20 Aldermanbury; July 22, 11 to 2.

Swan, John, Merchant, 150 Leadenhall-st. First, 9*d.* *Graham*, 25 Coleman-st.; July 22 and three following Thursdays, 11 to 2.

Taylor, Thomas, Tailor, 21 & 22 White Rock-pl., Hastings. First, 2*s.* 8½*d.* *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Tyde, William Charles, Plumber and Glazier, Hertford. First, 2*s.* 6*d.* *Edwards*, 22 Basinghall-st.; July 21, 11 to 2.

Walker, C. & F. J., Drapers, Commercial-rd. East. First, 7*d.* *Lee*, 20 Aldermanbury; July 21, 11 to 2.

Waterston, Joseph & James, Smiths, Newcastle-upon-Tyne. First, 20*s.* sep. est. James Waterston. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

Wild, William, Carman, Counter-st., Southwark. First, 2*s.* 6*d.* *Pennell*, 3 Guildhall-chambers, Basinghall-st.; any Tuesday, 11 to 2.

Woolsey, John, Ironmonger, Great Grimsby. First, 8*s.* 9*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Wright, Thomas, Wine & Spirit Merchant, Wainfleet. First, 8*s.* 1*d.* *Carrick*, Quay-st.-chambers, Hull; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

Wyatt, Thomas, City Saw Mills, Spredwell-st., Oxford. Third, 2*s.* *Edwards*, 22 Basinghall-st.; July 21, 11 to 2.

Friday, *July* 23, 1858.

Armstrong, Benjamin, Ironmonger, Sunderland. First, 2*s.* 9*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

Barber, William, Farmer, Dunston, Derby. First, 1*s.* 5½*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday before Aug. 7, or after Oct. 4, 11 to 2.

Bell, Joseph, Cotton Spinner, Bolton. Second, ¾*d.* *Hernaman*, 69 Princess-st.; any Tuesday, 10 to 1.

Cooper, James, Upholsterer, 77 High-st., Marylebone. First, 5*d.* *Nicholson*, 24 Basinghall-st.; July 27, 11 to 2.

Davenport, Joseph, Silver Plater, Sheffield. First, 2¾*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday before Aug. 7, or after Oct. 4, 11 to 2.

Dodds, William, Engineer, 28 Leadenhall-st. Second, 2¾*d.* *Nicholson*, 24 Basinghall-st.; July 27, 11 to 2.

Dunn, William, Grocer, North Shields. First, 2*s.* 8*d.* *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

Edge, Peter Hulme, Blacking and Match Manufacturer, Manchester. First, 8½*d.* *Pott*, 76 George-st., Manchester; any Tuesday, 11 to 1.

Hennet, George, Railway Contractor, 24 Duke-st., Westminster. Fourth, 2*d.* *Cannan*, 18 Aldermanbury; July 26 & 27, and Aug. 2; or any Monday after Oct. 7, 11 to 3.

Hodgson, Gilbert, & William Atchinson, Timber Merchants, Sunderland. Second, 6*s.* 4*d.* (in addition to 7*s.* previously declared), sep. est. G. Hodgson. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

Houliston, Alexander, Cook and Confectioner, 8 Park-ter., Park-rd., Regent's-pk. First, 1*s.* 4*d.* *Nicholson*, 24 Basinghall-st.; July 27, 11 to 2.

Howard, Albert William, Timber Merchant, New Church-st., Bermondsey, and 16 Pudding-lane. First, 1*s.* 2*d.* *Nicholson*, 24 Basinghall-st.; July 27, 11 to 2.

M'Lean, Robert, & James M'Lean, Builders, Manchester. First, 10*d.* joint est.; First, 6*s.* 9*d.* sep. est. J. M'Lean; and First, 9*s.* 6*d.* sep. est. R. M'Lean. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

M'Rae, John Jamieson, Tailor, Newark-upon-Trent. First, 9*s.* *Harris*, Middle-pavement, Nottingham; Monday next, or three following Mondays, 11 to 3.

Morton, George, Miller, Brough Mill, near Hope. First, 1*s.* 2¾*d.* *Brewin*, 11 St. James's-st., Sheffield; any Tuesday before Aug. 7, or after Oct. 4, 11 to 2.

Oldham, John, Currier, 36 Long-acre. First, 1*s.* 6*d.*, on new proofs. *Nicholson*, 24 Basinghall-st.; July 27, 11 to 2.

Pelham, George Browne, Builder, Albert-st., Camden-town. First, 1*s.* 6*d.* *Cannan*, 18 Aldermanbury; July 26 & 27, and Aug. 2, or any Monday after Oct. 7, 11 to 3.

Pickford, Thomas Edward, Commission Agent, Manchester. First, 5*s.* 6*d.* *Pott*, 76 George-st., Manchester; any Tuesday, 11 to 1.

Rufford, Philip, Francis Rufford, & Charles John Wragge, Bankers, Stourbridge, Worcestershire. Fourth, 1*d.* *Whitmore*, 19 Upper Temple-st., Birmingham; July 27 and Aug. 3, or any Tuesday after Oct. 5, 11 to 3.

Russell, William Hugh, Blacking Manufacturer, 30 Strand. Second, 4*d.* *Cannan*, 18 Aldermanbury; July 26 & 27, and Aug. 2, or any Monday after Oct 7, 11 to 3.

BATSON, GEORGE, & JOHN LEES, Bleachers, Mansfield, Notts. First, 1s. sep. aft. *G. Savage. Harris*, Middle-pavement, Nottingham; Monday next, or three following Mondays, 11 to 3.

BEAN, JOHN, Machine Maker, Dukinfield. First, 2s. 6d. *Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 to 1.

BOTT, SAMUEL JOSEPH, Auctioneer, Birmingham. First, 1½d. *Kinnear*, 37 Waterloo-st., Birmingham; any Thursday, 11 to 3.

BOTTERSON, WILLIAM, Cooper, Sheffield. First, 2s. 6d. *Brewin*, 11 St. James's-st., Sheffield; any Tuesday before Aug. 7, or after Oct. 4, 11 to 2.

BROUD, UTTRICK, Flour Miller, Alston. Second, 4d. (in addition to 1s. 8d. previously declared). *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *July* 20, 1858.

BELL, THOMAS, Grocer, Hambledon, co. Southampton. Aug. 10, at 11.30; Basinghall-st.

CRAVLIN, WILLIAM WEBBER, & JAMES DURBAN, Builders, now of 26 Weymouth-st., Portland-pl., and 14 William-st., Hampstead-rd., late of Halsted, Essex, on appion. of J. Durban. Aug. 10, at 1; Basinghall-st.

CLEMENTS, HENRY, Corn Factor, Hythe. Aug. 13, at 1.30; Basinghall-st.

EDWARDS, ROBERT, Joiner, Mold. Aug. 12, at 1; Liverpool.

FRANCO, FRANCIS, Dealer and Chapman, late of 47 Lime-st., now of 7 Ladbroke-rd., Nottingham. Aug. 17, at 12; Basinghall-st.

GRANT, JAMES, Glass and China Dealer, Manchester. Aug. 11, at 1; Manchester.

GROOM, MICHAEL, Tailor, 349 New Oxford-st. Aug. 10, at 2; Basinghall-st.

IROSS, DAVID MOSS, General Merchant, formerly of Wynyard-sq. and George-st., Sydney, New South Wales, and then a Prisoner for Debt in the Queen's Prison, Surrey. Aug. 17, at 1; Basinghall-st.

M'KNIGHT, JOHN THOMPSON, Timber Merchant, Liverpool. Aug. 12, at 12 Liverpool.

OLDHAM, JOHN, jun., Bone Grinder, Smeaton-wood, Dodcott-cum-Wilksley, Wrenbury, Cheshire. Aug. 13, at 12; Liverpool.

ROBERTS, OWEN, Draper, Bangor. Aug. 13, at 12; Liverpool.

THORNCRAFT, THOMAS, Coal Merchant, Leicester. Aug. 10, at 10.30; Shire-hall, Nottingham.

TOWNSEND, WILLIAM, Florist, Norland Nursery, Notting-hill, and Actongreen. Aug. 11, at 11; Basinghall-st.

TUCK, ROBERT, Confectioner, Weymouth and Melcombe Regis. Aug. 11, at 1; Queen-st., Exeter.

FRIDAY, *July* 23, 1858.

BALDON, WILLIAM, Hop Merchant, 36 Welchback, Bristol. Aug. 17, at 11; Bristol.

FULLBROOK, THOMAS, Harness Maker, Pangbourne, Berks. Aug. 13, at 1; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 20, 1858.

ARCHER, GEORGE, Corn and Seed Merchant, Great Clacton, near Colchester. July 13, 3rd class; having been suspended for 6 mos. from Jan. 12.

BROWN, HENRY, Ship Owner, Washington-ter., North Shields. July 13, 3rd class; subject to suspension until Sept. 13.

CLARKE, HENRY, Saddler, Marton, Lincolnshire. July 14, 3rd class; subject to a suspension of 1 mo.

CUNLIFFE, ROBERT, HENRY CUNLIFFE, JOHN CUNLIFFE, & ABEL CUNLIFFE, Woollen Manufacturers, Todd Carr Mill, near Newchurch, Rossendale. July 13, 1st class.

DENS, WILLIAM, Grocer, North Shields. July 14, 3rd class; subject to suspension until Oct. 14.

EEBY, CHARLES WILLIAM, Contractor, Nottingham. July 13, 2nd class.

LOCKUP, WILLIAM MOWBRAY, Banker, Staindrop, Durham. July 15, 3rd class.

MARTIN, FREDERICK WILLIAM, Tobacconist, now at 131 Fleet-st., late of 25 Ludgate-st. July 7, 3rd class.

PENSTON, GEORGE, & SARAH PENSTON, Ironmongers, 21 Penton-row, Walworth-rd. July 15, 3rd class to S. Penston.

PHILLIPS, ANDREW, Licensed Victualler, House of Commons Inn, Hills-rd., Cambridgeshire. July 15, 2nd class.

POPPLETON, JOSEPH, Lamb's Wool and Worsted Yarn Spinner, Leicester. July 13, 3rd class.

SEE, JOHN, Manufacturer of Hosiery, Loughborough. July 13, 3rd class.

SMITH, JOHN, Warehouseman, 2 Bow Church-yard. July 17, 2nd class; to be suspended for 6 mos.

SORE, EDWIN, 7 West-pl., Islington-green, & ZECHARIAH GROOM, 6 Lucan-pl., Hoxton, trading in copartnership as Builders, at Ridley-rd., Dalston. July 12, 2nd class to E. Sore; 3rd class to Z. Groom.

WELBERRY, WILLIAM, Inkeeper, Woodhall, Lincolnshire. July 14, 3rd class.

FRIDAY, *July* 23, 1858.

BARROW, HENRY, Mercer, Oldham-st., Manchester. July 16, 3rd class, after a suspension of 6 mos. from Jan. 15.

BAYLEY, SAMUEL, & THOMAS RUSSELL, Silk Dyers, Macclesfield. July 17, 3rd class, to S. Bayley, after a suspension of 6 mos. from Jan. 7.

BEILBY, THOMAS, Farmer, Dowry, Saddleworth. July 16, 2nd class.

OWENS, JONATHAN, Assistant Overseer, Wrexham, Denbighshire, JAMES JONES, Skinner, late of Portechei, Isle of Man, now of Wrexham, and JAMES JONES, Skinner, Selop-rd., Wrexham, carrying on business at Wrexham as Fellmongers under style of Trustees of Evan Morris. July 14, 3rd class, to J. Jones, jun., subject to a suspension for 5 mos. from July 9; and 3rd class to J. Owens and J. Jones, son., subject to a suspension for 3 mos. from July 9.

WHEELER, WILLIAM, Broadway, Worcester, and RICHARD WHEELER, Evesham, Corn Merchants. July 16, 3rd class to each.

WILLS, JAMES ALEXANDER, Saddler, Birmingham. July 16, 2nd class.

Professional Partnership Dissolved.

FRIDAY, *July* 23, 1858.

ARNOLD, JOHN, & FREDERICK ISAAC WELCH, jun., Attorneys and Solicitors, Birmingham; by mutual consent, as from June 8 last. The separate business of each will be carried on at the same offices as heretofore, the partnership business at 86 New-st., Birmingham. Debts due to or from the said firm will be received and paid at 86 New-st., Birmingham.

Assignments for Benefit of Creditors.

TUESDAY, *July* 20, 1858.

CARTER, JAMES, Bond-st., Sneinton, Notts. June 23. *Trustee*, W. Hutton, Merchant, Glasgow. Creditors to execute before Sept. 23. *Sol.* Cann, Nottingham.

EARP, THOMAS, Coal Merchant & Manufacturer of Bricks, Tynmawr, Lanwonno, Glamorganshire. July 14. *Trustee*, J. Watson, Timber Merchant, Cardiff. Creditors to execute before Oct. 14. *Sol.* Dalton, 6 Working-st., Cardiff.

LEVINSTEIN, HECO (Dupont, Reiche, & Co.), Dyer and Cleaner, Manchester, Salford, Preston, and Birmingham. June 22. *Trustee*, J. Halliday, Public Accountant, Manchester. Indenture lies at offices of J. Halliday, Bond-st., Manchester.

PRICE, JOHN, Dealer in Fancy Goods, Wine-st., Bristol. June 21. *Trustee*, S. W. Block, Fringe Manufacturer, Newgate-st.; H. Faudel, Berlin Wool Merchant, Newgate-st. *Sol.* Eagleton, 84 Newgate-st.

FRIDAY, *July* 23, 1858.

FERRIS, THOMAS, Shipbuilder, St. Feock, near Truro. June 29. *Trustee*, T. Hobbs, Timber Merchant, Malpas, near Truro; W. Lukes, Timber Merchant, Truro; R. Heath, Timber Merchant, St. Thomas the Apostle, Devon. *Sol.* Paull, Truro.

HALKON, JOHN WESLEY, & ELIZABETH LAMB, Widow, Boot and Shoe Manufacturers, 45 St. Peter's-st., Hackney-rd. *Trustee*, A. Jones, Leather Seller, 20 Aldgate High-st.; A. Halkett, Leather Merchant, 41 London-wall. *Sols.* Sole, Turner, & Turner, 68 Aldermanbury.

HILL, WILLIAM WOOTTEN, Milliner, 23 Churton-st., Pimlico. *Trustee*, J. Tyler, Stay Manufacturer, 5 Bath-st., Newgate-st. *Sol.* Husee, 4, Kingst., Cheapside.

HOLMAN, JOHN, Wine & Spirit Merchant, 145 High-st., Wapping. July 17. *Trustees*, H. Butler, Wine Merchant, Fenchurch-st.; H. Dru Drury, Wine Merchant, Billiter-st. Creditors to execute before Aug. 17. *Sols.* Ingle & Gooddy, Hibernia-chambers, Wellington-st., Southwark.

LIDDALL, GEORGE, Grocer, Stalybridge, Cheshire. July 10. *Trustees*, W. Dunkerley, Grocer, Manchester; T. Williams, Tobacco Manufacturer, Manchester. Indenture lies at office of Lofthouse & Whitworth, Accountants, 20 Princess-st., Manchester.

MARSTON, HENRY, Surgeon and Apothecary, Broughton, near Brigg, Lincolnshire. July 20. *Trustees*, H. Hildyard, Merchant, Brigg; T. Mason, Draper, Brigg. Creditors to execute before Oct. 26. *Sol.* Owston, Brigg.

RITCHIE, ARTHUR, Merchant, Liverpool, trading at Liverpool as Ritchie, Mackay & Co., at Quebec, as A. & D. Ritchie & Co., and at Dalhousie and Campbelton, in New Brunswick, as Arthur Ritchie & Co. July 5. *Trustee*, J. Bewley, Public Accountant, Liverpool. Indenture lies at office of J. Bewley, Public Accountant, Brunswick-bldgs. South, 7 in Brunswick-st., Liverpool.

SHRIMPTON, JOHN, & ZACCHEUS SHRIMPTON, Needle Manufacturers, Redditch, Worcestershire. July 13. *Trustees*, J. Osborne, Bank Agent, Redditch; W. Ricketts, Grocer, Redditch; H. Lewis, Needle Manufacturer, Mount Pleasant, near Redditch. Creditors to execute on or before Aug. 17. *Sol.* Richards, Redditch.

WOOD, WILLIAM, Builder, Sandgate, Kent. June 19. *Trustees*, W. Pledge, Auctioneer, Sandgate; D. Murphy, Gas Contractor, Hythe. *Sol.* Watts, Hythe.

Creditors under Estates in Chancery.

TUESDAY, *July* 20, 1858.

BALME, JEREMIAH NETTLETON, Gent., Gloucester (who died in Dec., 1857). Tanner *v.* Balme, M. R. *Last Day for Proof*, Oct. 29.

COLLETT, THOMAS, Gent., formerly of Great Heywood, Staffordshire, lately of Rose Cottage, Lichfield (who died in May, 1859). Williams *v.* Gardner, M. R. *Last Day for Proof*, Oct. 29.

DAWKINS, CAROLINE ANNA COLYEAR, Spinster, Richmond, Surrey (who died in Sept. 1857). Sutherland *v.* Young, M. R. *Last Day for Proof*, Oct. 29.

FOX, RICHARD, Watch Finisher, Prince Edwin-st., Liverpool (who died in Dec. 1857). Fox *v.* Teague. *Last Day for Proof*, Aug. 14, at office of District Registrar, 1 North John-st., Liverpool.

HERBERT, SARAH, Spinster, Knights Enham, Southampton (who died in April, 1857). Re Herbert's Estate, Stares *v.* Earle, V. C. Stuart. *Last Day for Proof*, Nov. 2.

JOHNSTON, ELIZABETH, Widow, Chester (who died in Nov. 1856). Williams *v.* Roberts, V. C. Stuart. *Last Day for Proof*, Nov. 1.

MILWARD, EDWARD, Boulogne-sur-mer (who died on Oct. 29, 1856). Milward (since deceased) *v.* Jones, Lyster *v.* Jones, M. R. *Last Day for Proof*, Aug. 2, for incumbrancers upon his one-fifth share of £4000 secured by mortgage on premises at Waterford.

PEARSE, JANE, afterwards the wife of General Thomas Banbury, both deceased. Paschal *v.* Bunbury, V. C. Wood. *Last Day for Proof*, Aug. 5, for incumbrancers on her third part of the Standen Estate in Wilts and Berks, settled on her marriage.

POTTER, THOMAS Farmer, Great Witley, Worcestershire (who died in July, 1850). Potter *v.* Potter, V. C. Stuart. *Last Day for Proof*, Nov. 1.

RUMBALL, THOMA Gent., Little Clarendon-st., Somers-town (who died in June, 1851). Rumball *v.* George, V. C. Wood. *Last Day for Proof*, Aug. 3.

WILDE, ANNE, W w. Liverpool (who died in March, 1857). Batey *v.* Edwards, V. C. Wood. *Last Day for Proof*, Aug. 7.

FRIDAY, *July* 23, 1858.

BARNES, DAVID, Surveyor, Broadstairs, Kent. Bayley *v.* Barnes, V. C. Stuart. *Last Day for Proof*, Aug. 3.

PATTENDEN, JOSEPH, Wholesale Boot and Shoe Maker, Leonard-st., Shoreditch (who died in Feb., 1858). Re Pattenden's Estate, Smith *v.* Pattenden, V. C. Wood. *Last Day for Proof*, Aug. 3.

PONTIGNY, MARY DU MAZET DE, Widow, 42 Tavistock-sq. (who died on Aug. 13, 1857). De Chatelain *v.* De Pontigny, V. C. Wood. *Last Day for Proof*, Nov. 1.

RHODES, THOMAS, Esq., Tottenham-wood, Middlesex (who died on June 23, 1856). Rhodes *v.* Rhodes, V. C. Wood. *Last Day for Proof*, Aug. 5

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *July* 20, 1858.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood will, on July 27, at 12, proceed to make a call for £1 per share on the persons settled on the list of contributories of this Company.

FRIDAY, *July* 23, 1858.

BIRCH TOR AND VITIFER MINING COMPANY.—V. C. Wood will, on July 29, at 2, at his Chambers, proceed to make a call for 25s. per share, on the several persons settled on the list of Contributories of this Company.

BIRKBECK LIFE ASSURANCE COMPANY.—V. C. Kindersley, on July 14, appointed Henry Croysdill, 34 Basinghall-st., Accountant, Official Manager of this Company.

FATWORKS AND WHEAL VIRTUE MINING COMPANY.—By direction of V. C.

Wood, all parties claiming to be creditors of this Company are to come in and prove their debts, at his Chambers, on Nov. 5, at 3.

LONDON AND EASTERN BANKING CORPORATION.—V. C. Wood has peremptorily ordered that a call of £50 per share be made on John Brightman and Alfred Henry Corfield, two of the Contributories settled on the list Class A.; and that each do, on or before July 15, pay the same to Mr. John Ball, one of the Official Managers, at his Office, 57 Coleman-st.

MEXICAN AND SOUTH AMERICAN COMPANY.—The Master of the Rolls will, on July 30, at 12, at his Chambers, proceed to make a call of 5l. per share on the several persons settled on the list of Contributories of this Company.

SHEERNESS WELL OR WATERWORKS COMPANY.—V. C. Wood proposes, on Aug. 4, at 1, at his Chambers, to make a call for 10l. per share on all the Contributories of this Company settled on the list up to and inclusive of July 15.

WRYSGAN SLATE & SLAB QUARRYING COMPANY.—V. C. Kindersley will proceed, on Aug. 5, at 2, at his Chambers, to settle the list of Contributories of this Company.

Scotch Sequestrations.

TUESDAY, *July* 20, 1858.

CUNNINGHAM, DAVID, Dyer, Mill Brae Dye Works, Ayr, now residing in Glasgow. July 27, at 11; Star-hotel, Ayr. *Seq.* July 15.

GARDNER, JOHN, Cowfeeder, Finnieston-house, Glasgow. July 23, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 27.

IRVINE, JOHN, Printer and Publisher, Dundee. July 28, at 11; Royal-hotel, Dundee. *Seq.* July 16.

RANDALL, THOMAS, Tailor, Cuttyhaugh, Inverarity. July 30, at 12; Morrison's County and Commercial-hotel, Forfar. *Seq.* July 17.

WILSHERE, MICHAEL, Floor Cloth Manufacturer, Edinburgh. July 26, at 1; Stevenson's Sale Rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* July 15.

FRIDAY, *July* 23, 1858.

BRISBANE, PETER, Cowfeeder, West Graham-st., Glasgow. July 30, at 1; Globe-hotel, George-sq., Glasgow. *Seq.* July 20.

BROWN, CHARLES, Slater, Coatbridge. Aug. 2, at 1; Faculty-hall, St George's-pl., Glasgow. *Seq.* July 20.

CRAIG, WILLIAM, Writer, Dunfermline. July 30, at 12; Aitken's Royal-hotel, Dunfermline. *Seq.* July 19.

HARKER, GEORGE, Railway Contractor, formerly of Hamilton, thereafter of Darlington, and now of Bowling, near Dumbarton. July 28, at 11; Elephant-hotel, Dumbarton. *Seq.* July 20.

MACDONALD, JAMES, Dalhousie-st., Glasgow, & WILLIAM AUGUSTUS HALL, Florence-pl., Glasgow (J. Macdonald & Co.), Manufacturers, Cochrane-st., Glasgow. July 30, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 20.

M'FARLANE, PETER (P. M'Farlane & Co.), Sewed Muslin Manufacturer, Glasgow. July 28, at 12; Crow-hotel, George-sq., Glasgow. *Seq.* July 19.

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THE SOLICITORS' JOURNAL.

LONDON, JULY 31, 1858.

THE SWINFEN CASE.

The origin and history of the plaintiff, the value of the property in dispute, and the interest and difficulty of the questions mooted at the trial, have combined to fix public attention during the past week upon the contest in the Assize Court at Stafford, which has terminated in favour of the devisee—the persevering litigant, Mrs. Swinfen. It is something to win a cause where the stake is £60,000, but it is more to have won it, as Mrs. Swinfen has done, by resolute adherence to her own opinion, against that of a leader of the bar and future Chancellor, and in peril of committal for contempt in refusing to accept an offer so far short of the complete measure of what she has now shown to be her right. And besides the magnitude of the prize which now appears almost secured, Mrs. Swinfen has gained by her determined conduct an opportunity of openly meeting in the witness-box imputations which would have gathered strength from the suggested compromise. Probably there never was a case which more clearly illustrated the excellence of the tribunal to which difficult questions of this nature are now usually submitted by the English law. The oral examination of witnesses in open court can alone satisfy conscientious inquirers after truth. We feel this strongly when certain written depositions are produced at the Swinfen trial, as made by witnesses now dead, or under incapacity to appear. What light would half a dozen questions and answers throw upon a confused and ambiguous affidavit! How much may be learned from seeing as well as hearing witnesses, and especially those who had so deep an interest in the result! We think that in this instance the superiority of our own over other methods of procedure is indisputable; and we do not believe that any better method could be devised for the decision of such a controversy, than to institute, as is the practice of the Court of Chancery, one, or perhaps two, such searching investigations as that which has just taken place at Stafford.

The conduct of Mr. Simpson, the solicitor who made the will, has been most severely scrutinized at every step in the transaction, and his evidence deserves attentive study—and especially by inexperienced practitioners—as teaching an emphatic lesson of caution and strict regard to ascertained facts at each point of the progress of every kind of business. Mr. Simpson, it appears, drew up a case for advice in London, upon the practicability and expediency of treating the testator as a lunatic. The statements in this case were only intended for the perusal of the London agent, and perhaps of counsel, and the opinion given upon them would have been equally reliable, whether the case was founded upon fact or fiction. But by inconsiderately adopting and repeating the mere gossip of one who had neither the position nor the motive to inform himself correctly, or to speak accurately, Mr. Simpson has incurred disagreeable imputations on his veracity, and has probably contributed to swell the confidence which the defendant and his advisers exhibited in the goodness of their cause. Mr. Simpson's conduct in his visits to the Hall appears unexceptionable, and his opinion of the testator's capacity would probably carry conviction to most men's minds, if it were not that a contradiction was read in court in the handwriting of Mr. Simpson. If the assertions in the case were true, Mr. Simpson could have had no hand properly in the will; and if the will was duly made, the case stated was at variance with the facts.

It must be owned, however, that Mr. Simpson's duty was a very difficult one, and on the whole we think that he discharged it well. A stronger example could not be found of the responsibilities which fall upon solicitors, obliged as they are to act promptly, when every step is dubious and fraught with unforeseen consequences. Mr. James put it to the jury that the question was between lunacy and a will. And, although this observation was not made in the interest of the plaintiff and Mr. Simpson, they might both accept it as fairly describing the position. Was Samuel Swinfen of sound and disposing mind, or was he not? It was necessary that he should sign cheques and transfer shares, and it was desirable that he should make a will. If he could not do these things, the law would take care of his person and estate, and distribute his property after death by its own rules. The testator was so placed, among jealous rivals for his succession, that it was necessary to decide in his case one of the most difficult problems of human nature. Mr. Simpson felt that something must be done just when prudence and feeling would have equally counselled him to do nothing. Full of years and riches, but poor in love, the testator appeared a helpless prize for artifice, without one true and unselfish friend to stand between him and the world he must so soon leave. Forced, then, to consider the question of his client's capacity to make a will, Mr. Simpson seems to have dealt with it like a sensible and honest man. He took every precaution that the short and simple instrument he prepared should be really understood by the testator, and that it should be, in truth, his will. Of course, it is not denied that there may be many aged and infirm persons, with regard to whom it would be very undesirable to apply for commissions in lunacy, and by no means satisfactory to prepare wills for them. These are, in fact, cases which can be, and ought to be, let alone. But poor Mr. Swinfen, with his many relations and few friends, must be proved either sane or insane without delay. The law knows of no medium state between these two; and if a man is competent to sign a cheque for five pounds, he is competent also to dispose by will of half a million. If he cannot do the former, there must be some one to do it for him; and upon the question, who should do this for Mr. Swinfen, arose the difficulties of his solicitor.

If this trial should be held by the Court of Chancery to be sufficient, the result will be, that a woman who began life as servant in a London lodging-house becomes the absolute mistress of a mansion and estate worth fully £60,000. And, without anticipating the discussion which will, doubtless, take place in the Rolls Court next term, we may at least venture to pronounce that Mrs. Swinfen must either be a person of honour and veracity, or else a prodigy among her sex for artifice. Mr. Justice Byles remarked, that her answers were indirect as to her knowledge of the purpose for which Dr. Evans came. But this was the only point upon which she appeared to disadvantage, under a severe cross-examination ranging over more than half her life. Not only did she avoid betraying the slightest trace of any improper arts having been used by her to gain influence over the testator's mind, but the impression produced by her upon the jury probably was, that she had done her duty faithfully and kindly alike to her husband and her father-in-law; and that, if any one had a claim upon the gratitude of the childless old man

it was she to whom he had given his estate. It was matter of undoubted fact that the son's whole character and conduct changed from his marriage-day, and that, instead of being a grief and care he became to his father the support and consolation of his widowed life. For improved health and increased tranquillity and cheerfulness in his closing years the testator was indebted to the presence of his son and daughter-in-law in his house, and it was the latter, as the father firmly believed, who had made the former what he was. There was no one else who had any pretension at all to receive a gift of £60,000 in recompense for services performed. The testator felt and strongly expressed his sense of benefits received, and, therefore, the just conclusion was, that the will had been dictated by affection. There was, also, abundant evidence of an intention existing in the testator's mind some time before he carried it into effect; nor was there a single proof adduced that the plaintiff had done anything to advance her interest under the proposed will, beyond such acts of kindness as the old and infirm demand, and nature has provided that they shall receive—at least as many of them as have not the disposal of large estates. Upon the question of capacity the medical evidence was in direct conflict, but the testimony of persons of average education and intelligence preponderated on the plaintiff's side, and this, it is probable, prevailed with a tribunal constituted of exactly the same material. A juryman would consider that to make a will is, or ought to be, a simple matter, and that if free testamentary disposition were allowed by law to men of fourscore years, Samuel Swinfen was as capable as any testator of that age was ever likely to be of duly exercising the privilege. It is true that the foreman of the jury expressed for himself and colleagues their inability to appreciate the distinction between a "state" and a "humour" suitable to make a will. Indeed, to borrow an expression from the energetic counsel for the plaintiff, the jury "rose as one man," to protest against the introduction into the case of this metaphysical refinement. But the Master of the Rolls advisedly appealed to the plain common sense of twelve ordinary Englishmen; and by the exercise of their faculties, under the direction of a most able and pains-taking judge, the plaintiff's claim has been subjected to four days' sifting in open court. Opinions may perhaps differ as to the propriety of the verdict, but all must agree that if the truth can be reachod at all, the method pursued by the English law will find it.

CONSOLIDATION OF THE CHANCERY ORDERS.

For many years past practitioners in the Court of Chancery have been expecting a consolidation of the General Orders of the Court. The matter has been ventilated ever since the memory of the oldest can reach, and from time to time rumours have been afloat that its achievement was at hand. But notwithstanding the great reforms in equity procedure which have recently been effected, there appears to be no certainty that this most desirable measure is even now seriously contemplated by those who have power to accomplish it. Thirteen years ago, when Mr. Sanders gave to the profession the results of his great antiquarian learning and research, in his book on the "Orders of the Court," that most useful and able work was regarded as the first step towards systematic consolidation. In truth, though it did not pretend to attempt the laborious task, it supplied, to a great extent, the materials for its accomplishment. Lord St. Leonards, subsequently, was said to have given his attention to the subject, being fully alive to its importance. Nothing, however, has been done, although nobody believes that there is any very serious difficulty in the way. The want of success which attended the proceedings of the Statute Law Commission, probably deterred Lord Cranworth from attempting another consolidation. The same cause, perhaps, operates in a like manner on the mind of Lord Chelmsford; but it should be remembered that the only obstacle which has impeded the Statute Law Commissioners could not affect the consolidation of the Chancery Orders. To aim at any improvement in the statute law is at once to interfere with the prerogative of Parliament. However trivial the amendments might be, they would open the way to interminable discussion; on the other hand, the perpetuation of obvious errors and defects in the statute-book would be a formidable drawback to any advantages to be gained by mere compression and arrangement. No such embarrassments exist in the instance we are now considering. It is true that several of the more modern Orders purport to be made in pursuance of Acts of Parliament; but such statutory powers would still remain, and, if additional powers were necessary for further amendment in Chancery procedure, no doubt Parliament would willingly grant them. The consolidation of the Orders is therefore practicable, and it cannot be contended that the undertaking is unnecessary, or not seriously demanded by the exigencies of existing practice. We, at least, have never heard such an objection urged against the proposal, and we believe that the contrary opinion is universal among both counsel and solicitors who practise in the equity courts. This will be easily accounted for by a plain statement of facts.

The General Orders—which are the *leges scriptæ* of practice—of the Court of Chancery, extend over a period of time about equal to that of our Statute Law. Mr. Sanders's collection commences with the reign of Richard II.; and so early as the reign of Henry V. we find something like a systematic code, entitled, *Renovacio Ordinum Cancellariæ cum novis Addicionibus et Reformacionibus eorundem.* From the time of Henry VIII. to the present, every reign has produced a large addition; and though many of them related only to particular individuals or causes, the number of those that affect the public business of the Court amounts to some hundreds. A considerable proportion of the former, moreover, though intended in their immediate operation to apply to private cases, have indirectly influenced the jurisdiction of the Court; and in some instances it is expressly ordered that the rule declared shall be observed in all similar cases for the future. The fact that it is sometimes uncertain whether an order has been intended as public or private, or as permanent or temporary, is of itself an item in the catalogue of existing evils.

Another complaint is, that many of the unrepealed orders are in fact obsolete. We are not aware that Sir Christopher Hatton's order to prevent the Court being "pestered," while sitting, has ever been repealed. If it be still an order of the Court of Chancery, any person, even a suitor, who is not a barrister, an attorney, or an officer of the court, is guilty of contempt, if present during the hearing of a cause. It would be easy to mention many instances equally surprising. We admit that where manifest absurdity would result from the enforcement of an old order, it would be treated as obsolete, and therefore not obligatory. Indeed, Lord Eldon has laid down the rule that an order is to be considered as reversed when it is found to be inconsistent with subsequent practice; but such a rule, it is evident, must always give rise to embarrassing questions, as to the number of decisions which ought to be considered sufficient to prove such a practice, for what length of time the practice has been observed, and so on. It can hardly be contended that such an anomalous state of things is desirable, or that it ought to be allowed to remain, when it may be remedied. It is bad enough that orders should, in effect, be repealed without express reference to them in the repealing orders; but that those which are not repugnant to, or inconsistent with, any subsequent ones should be treated as non-existing, while the contrary is the fact, is still worse. So long as the orders of the Court are considered as constituting its only official code of practice, it would certainly be more consistent with the dignity of the Court,

and with rational usage, that its written orders should remain in force until they are expressly discharged.

The mode in which orders have been authenticated and published is another curious illustration of the unsystematic manner in which Chancery practice has grown up. In truth, there are no certain means of knowing what are the orders of the Court. The whole of them no man knows or can know. Some of them are only to be found in the British Museum; others are buried in the Registrars' Books, and mixed up with decrees made in private causes. Even of those made within the last twenty years, there are not a few that rest upon no other evidence than manuscripts in the possession of private individuals. In no case is the original document filed or preserved officially; and yet, incredible as it may seem, its registration is a mere accident. So that neither do the archives of the Court contain the original, nor its records always a copy, of a general order. Sometimes an order includes a direction that it should be registered; sometimes it does not. Practically, there is no difference whether it does or not. Many that are not directed to be registered are registered, and others that are directed to be registered are not registered. This was the case in ancient times, and it is so still. It is strange, yet true, that the documents which govern the proceedings in a suit are accepted as authentic, upon evidence that would be insufficient to establish the most insignificant exhibit. The best evidence in favour of Lord Clarendon's and Sir Harbottle Grimston's collection is the existence of a pamphlet, published at a shop in the Rolls, and at the Black Spread Eagle in Fleet-street; and this edition, which professes to be authorised, differs from all others in an important particular. Lord Bacon's Ordinances are not to be found in the Registrars' Book, and the printed and MS. copies abound in various readings. These Ordinances, and also Lord Clarendon's collection, nevertheless, are still not unfrequently referred to in practice.*

All that can be said in support of the genuineness and authenticity of numerous important Orders is, that a book, purporting to have been written by Mr. Beames, Mr. Beavan, or Mr. Sanders, states that they were copied from contemporaneous prints, or from other copies in the possession of the Clerk of Inrolments, or the Solicitor to the Suitors' Fee Fund; or from prints found lying at the Registrars' office; or from manuscripts in private repositories; or that tradition says they were once read in open court. Even such testimony is sometimes accompanied by notice that the order in question was originally informal or incomplete—that it was not signed or completely signed. One example will suffice for illustration. What purports to be an Order of the Commissioners of the Great Seal, dated 8th October, 1835, we are told, was signed by only two of them; and therefore waiving any question of evidence—although we are also told that it is not entered in the Registrars' Book—it may be doubted whether the Order was competent. In the process of consolidation, however, there would be no difficulty on this ground, as the Lord Chancellor unquestionably has power to adopt, reject, or modify, as he thinks proper, what purport to be the Orders of his predecessors. We do not care to add to the number of such arguments, as they mainly appeal to the regard which may be felt for system in preference to irregularity, and do not proceed upon any ground of practical inconvenience. This, after all, is the real question at issue.

It will hardly be denied that it would be desirable to reduce the bulk of the present mass of General Orders by striking out whatever is unquestionably obsolete, or inapplicable to present practice. It would be still more useful, if practitioners were spared the labour of comparing the provisions of conflicting Orders. There can be no question that a systematic arrangement would greatly facilitate reference. Indeed, the sweeping changes in procedure that have been made within the last six years imperatively demand such a measure. The difficulty is no longer confined to discovering what the Orders are, and what they direct, but how they are interpreted by a multitude of cases. The Chancery Amendment Act and Orders of 1852, with a few others of recent date, have been the subject of no fewer than 1200 reported decisions. On the construction of a single section (the 44th), of the Act of 1852, there are about forty authorities. As might have been anticipated, many of these decisions are conflicting, although, upon the whole, it must be admitted that the new practice has now become pretty well settled. But that, to our mind, is a strong reason why it would be desirable to express briefly and intelligibly, in Consolidated Orders, what now lies scattered in so many different directions, and amidst so vast a number of reported cases. The same opportunity might be taken advantage of to clear up doubts, which still remain, as to the construction of certain sections of the Trustee Acts, and also the Act of 1852, and subsequent ones, relating to the practice of the Court. If nothing further was done than to digest and consolidate these Statutes, and their relative Orders, it would be of unquestionable utility; but not nearly to the same extent as if the work included all existing statutes and orders affecting Chancery practice and procedure. This is what is demanded by the profession, and what, we trust, may be achieved before Lord Chelmsford becomes an ex-Chancellor. In competent hands, the task might be accomplished without any great delay or expenditure of money. Indeed, we see no reason why, if it were undertaken at once, the Consolidated Orders should not be ready for the consideration of the equity judges immediately after the long vacation, so that they might come into operation next Hilary term. If the Lord Chancellor desires to give full effect to the great improvements which have of late years been introduced into the system of practice and procedure in courts of equity, he cannot adopt any better means for doing so than by such a consolidation and systematic re-arrangement of the General Orders as may render them more intelligible and a safer guide than they now are to Chancery practitioners.

* See *Williams* v. *Page*, 5 W. R. 854, and in *Bellamy* v. *Sabine*, 6 W. R. 1, the judgments of Knight Bruce, L.J., and Turner, L.J.

Legal News.

WESTERN CIRCUIT.—DORCHESTER.

(Before Mr. Baron WATSON.)

Curtis v. *March*.—*July* 22.

Mr. *Slade* and Mr. *Kingdon* were counsel for the plaintiff.

It was an action of ejectment. The question was put, whether anyone was retained for the defendant. No counsel answered; and the question was then put, whether any attorney was employed. No one answered. A verdict was then entered for the plaintiff, and the jury were ordered to withdraw.

Immediately after, Mr. *H. Cole* entered the court, and said, he appeared for the defendant.

Mr. Baron WATSON said, the case was disposed of, and a verdict taken.

Mr. *Cole* said, that the Court had sat before ten.

Mr. Baron WATSON said, that was not the case.

Mr. *Cole* said, he could make an affidavit that by the town clock it was not ten.

Mr. Baron WATSON asked if the plaintiff's attorney could not be found, as the case might now be tried.

Mr. *Slade* thought the attorney was gone.

Mr. Baron WATSON said, it was impossible that the attorney could have left the town. If he did not come back he would stay execution, so that an application might be made to the Court above.

Mr. *Cole* said, he should be quite satisfied with that.

A LIVERPOOL BANKRUPTCY CASE.

At the Bankruptcy Court, on Friday, the 23rd inst., Joseph Eccles late of the firm of Eccles & Eccles, cotton-brokers,

came up to pass his last examination. Mr. *Marshall*, for the assignees, pressed for an adjournment sine die. He observed that seldom was such an exhibition brought before the Court. It appeared that the bankrupt commenced share transactions in 1852, with a deficiency of £252, and his losses on gambling transactions alone up to the time of his bankruptcy were £81,000, of which £10,690 was lost in 1857. From the year 1852 to his bankruptcy, his profits on those transactions were £14,000, leaving a loss of £66,917, which was entirely his creditors' money, he having had no capital of his own. In the face of such a profligate expenditure, he (Mr. *Marshall*) should call upon his Honour to refuse to allow the bankrupt to pass his examination. Mr. *Bardswell*, for the bankrupt, felt that he could not defend his conduct, but urged that the opposition was more applicable to another stage of the proceedings. As to the balance-sheet, it was the most correct which it was possible for the bankrupt to lay before the Court—the best that he had been able, with the assistance of eminent accountants, to prepare from books, which, although they had been badly kept, contained a faithful record of every transaction in which he had been engaged. Mr. Commissioner PERRY said, if ever there was a case in which a bankrupt endeavoured to keep the true state of his affairs from his creditors by wilful and negligent book-keeping, his was the case. Upon such a balance-sheet he felt bound to adjourn the bankrupt's examination sine die, without protection.—*Liverpool Albion.*

THE CLERKSHIP OF THE CENTRAL CRIMINAL COURT.

The death of Mr. John Clark, Clerk to the Central Criminal Court, and Clerk of the Peace for the City of London, took place, from diphtherite, on the 28th inst. The Clerk of the Central Criminal Court has £3000 a-year; but he, out of that sum, has to maintain an efficient staff of subordinate clerks. The appointment rests with the Lord Mayor and the judges on the rota for the time being. Mr. Straight, the Deputy-Clerk of Assize for the Home Circuit, and for many years the deputy of Mr. Clark, will, in all probability, be elected Clerk of the Central Criminal Court; and Mr. Goodman, the legal adviser of the Lord Mayor and Chief Clerk at the Mansion-house, is said to be a candidate for the office of Clerk of the Peace.

BANKRUPTCY IN ENGLAND AND SCOTLAND.

Mr. J. Boyd Kinnear, of the Scottish and English Bar, has published a pamphlet, containing a comparison of the bankruptcy system of England and Scotland, and intended to point out in what respects the former may advantageously borrow from the latter system. The first part of this pamphlet, on the "Defects of the English Law and comparative Results of the Scottish Law," are here subjoined:—

The leading objections to the bankruptcy system of England may be classed as follows:—

1. The expense of the procedure.
2. The exclusion of the creditors from all control over the management of the estate.
3. The uniform and unbending formalities which have to be observed at every step, however useless in any particular case these formalities may be.
4. The publicity, annoyance, and loss of time involved in the method of proving debts.
5. The inconvenience of having to resort to courts at a distance.

These objections will be found stated, and illustrated by every variety of experience, in the evidence taken before the commission on the English Bankruptcy Law in 1853-4. It is printed as a Parliamentary Paper of Session 1854, No. 1770. Merchants and lawyers there agree with almost entire unanimity in reprobating the system as fundamentally bad, and in attributing its evils to the causes above stated, though taking, of course, different views of the comparative importance of each special objection. For an authentic exposition of the views of the legal profession, the replies of the Metropolitan and Provincial Law Association, of seven of the leading firms in the City of London (a joint answer), of the Birmingham, the Bristol, the Hull, the Liverpool, and the Manchester Law Associations, may be particularly referred to. The replies of the merchants and traders are no less distinct, and, if possible, more emphatic than those of the lawyers. But, indeed, it is superfluous to cite authority in support of positions on which the mind of the mercantile public is so entirely made up.

But a moment's reflection will show that all these evils flow from one source. That source lies in the maxim which has been adopted, that the moment a man becomes bankrupt, he and his creditors become alike incompetent to manage their own affairs; that, if left to themselves, fraud and folly will be the only principles of their conduct; and that their only safety is to be found in being treated as wards of the Court of Bankruptcy. Because of this maxim the Court of Bankruptcy must, by its own officers, assume and hold possession of the estate; because of this maxim the most trifling proceeding connected with the distribution of the estate cannot be taken without the express sanction of the Court; because of this maxim every debt must be proved before the Court, and no dividend can be paid but by the Court's express order. Hence heavy fees to the officers of the Court; hence multiplied applications to the Court; hence the delay, annoyance, and loss caused by the interposition of the Court at every turn; and hence the increase of the Court business to such a degree that the local county court judges cannot overtake it, and it must be transferred to special courts erected for the district.

The Scottish system proceeds, on the contrary, on the maxim that none are so likely to conduct the business well as the creditors whose concern it is. Against fraud it provides safeguards—for the liquidation it provides facilities—but the remedies against fraud lie dormant till the creditors find it necessary to invoke them, and the liquidation proceeds without further legal formality than in the payment of a debt by a private trustee. In consequence, the Scottish system presents an advantageous contrast to the English on the whole of the heads under which the leading objections to the English system have been classed. I shall briefly refer to each.

1*st. Objection—Expense of Procedure.*—By the most recent return, contained in a Parliamentary Paper of Session 1857, No. 100, it appears that the amount collected in the whole of the cases in the Bankruptcy Court for the years 1853 to 1855, was £1,978,325—that, of this, £1,073,386 had been paid out in dividends, and that £278,454 was still in hand—that for the collection and payment of these sums there had been expended £235,513 as solicitors' charges, £12,622 for stationery, postages, &c., £85,585 as official assignees' commission, £294,501 for fees to other officers of the Court. That is to say, of the whole sums collected from bankrupts' estates 11·9 per cent. disappeared as solicitors' charges, 14·9 per cent. as court charges, 4·3 per cent. as official assignees' commission, and ·6 per cent. as stationery expenses, &c.—in all 31·7 per cent. The total number of cases adjudicated was 2138—the number of these in which no dividend at all was paid was 583. Yet it will be remembered that these results appear in spite of a rule that no one could be adjudged bankrupt on his own petition prior to 1854, unless he could show assets to the amount of 5*s.* in the pound; nor could he, subsequently to 1854, unless he could show assets amounting to at least £150.

There is no parliamentary return yet published of the expenses of Scottish bankruptcies. But returns are regularly made to a public office in Scotland, and from them it appears, as was stated in 1854 by a most competent authority* (and I have the best reason for believing that the estimate is still regarded as correct), that the average of the total solicitors' and court charges is 5·5 per cent. where the trustee (assignee) is a non-professional man—3 per cent. where he is a professional man. The average of the trustees' commission is 4·6 per cent. where he is a non-professional man—3·6 per cent. where he is a professional man. The miscellaneous expenses of stationery, &c., are not often accurately distinguished in the Scottish returns from the other causes of deduction from dividends, such as mortgage interest, wages, rent, and other debts which must be paid in full, but it may be safely taken as not exceeding the corresponding rate in England, viz. ·6 per cent. Thus the *whole* expenses—which in England average 31·7 per cent. of the assets, in Scotland average 7·1 per cent. or 10·7 per cent., according as a professional or private man is selected by the creditors for their trustee. This distinction is nearly equivalent to saying according as the estate is large or small. There is in Scotland no limit to the smallness of the estate which may be brought into bankruptcy.

2*nd Objection—Exclusion of the Creditors from Control.*—In Scotland the creditors have the whole control, unrestrained by any Court, unless they act illegally. The estate is vested in a trustee, elected by themselves within fourteen days of the bankruptcy. He collects the funds (under their direction), takes the proof of the debts, and pays the dividends. He is himself paid by a commission on the amount he collects, the rate of which is fixed by the "commissioners," a committee of creditors appointed to advise with and superintend him. His regularity in the keeping of the books and accounts is further secured by

* Letter to Lord Brougham, by Samuel Raleigh, Accountant. A. & C. Black, Edinburgh. 1854.

their being subjected to inspection by a public officer, called the Accountant in Bankruptcy, but through whose hands no money passes. The creditors even decide on the bankrupt's protection and allowance, and the Court, in granting either, acts merely as their minister. There is on most points an appeal permitted to the ordinary civil courts, but practically it is limited to obtaining their judgment on legal questions, or as a remedy against evident injustice; for the courts will not interfere with the exercise of the discretion of the creditors and the trustee except in such circumstances.

3rd Objection—The unbending Formalities of a Court.—In a Scottish bankruptcy the adjudication, the bankrupt's examination, and the certificate, are the only stages in which the Court *necessarily* intervenes. In every other matter no application need be made to it at all, unless a party expressly appeals to it, or invokes its interference for some special object.

4th Objection—The Publicity and Trouble of the Method of proving Debts.—In Scotland personal attendance is not required, the debts are not proved in public, nor does the matter ever come to the knowledge of the public, unless the legality of the debt is so seriously disputed as to involve an appeal to the Court. Debts are proved by simply sending (by post or otherwise) to the trustee an affidavit of the debt, with the written documents which establish it. These in Scotland need no proof of execution unless forgery or other legal defect is alleged. Before the trustee's election debts are proved by producing the like documents, personally or by proxy, at the meeting for election of a trustee, in which case, if the claim appears disputable, it is referred to the decision of the county court judge.

5th Objection—The Necessity of resorting to a distant Court.—In Scotland this is wholly obviated by the beneficial action of the principles already indicated. The result of them is, that the bankruptcy business which requires the intervention of a Court is so trifling, that it is all transacted by the county court judges. To show how little is the trouble involved, it may be stated that till recently (when, on the salaries being readjusted, all fees were abolished,) the judge was thought sufficiently remunerated for each bankruptcy by a fee of one guinea on the examination, and another guinea if required to be present at a meeting of creditors.

While the cardinal defects of the English system are thus unknown to the Scottish, it may perhaps be suggested that the want of formality, and the absence of judicial superintendence and direction to which this result is due, themselves afford ground for objections of no less weight. It may be thought that a system in which there is no special court of bankruptcy —no registrar —no official assignee—no messenger—no broker —not even a recognised solicitor—cannot be a safe one. To this suggestion two answers may be made—the first derived from reason—the second from experience.

In the first place, then, the answer is, that in the great majority of cases in which the help of the Bankrupt Laws is needed, the bankrupt may have been unfortunate, over sanguine, even reckless, but he is not shamelessly dishonest. And his creditors are of the average respectability of mercantile men. When these individuals are, by the occurrence of bankruptcy, temporarily forced into partnership, why should it be assumed that every one of them is bent on overreaching the others in every way which astuteness can devise? Surely common sense would rather assume that they will conduct the partnership on the ordinary mercantile principles—that if they appoint a manager they will take care to appoint one of good character—that the committee which immediately superintends him will do its duty—and that, if to these general safeguards of all partnerships, there be added in this case special means by which any creditor having the slightest suspicion may obtain immediate protection, or investigation, by the ordinary Courts, and the further security of the books of the partnership being periodically examined by a public officer, abundant mutual security is provided. And if in cases where fraud on the part of the bankrupt—or of any of the creditors—is really feared, provision is made for the adoption of measures equally stringent with those which are applied to *all* cases indiscriminately in England, surely the objection of want of safety must appear wholly groundless.

But the better answer is that derived from experience. And on this head it may be sufficient to adduce the evidence of two facts. Firstly, not only have the Scottish public stedfastly resisted any attempts that have been made to give them the additional "security" ascribed to the English procedure—only accepting lately, and with hesitation, the appointment of a public officer to superintend the trustees' regularity in bookkeeping; but they have recently separated the system still further from the control of the supreme Courts of the country, they have abolished the plan of the regular appointment of an interim manager by the Court—which for some time was tried—and they have extended, without a dissentient voice, the application of the bankrupt law, thus simplified, to all classes of the community, whether traders or not. Secondly, a contentment with the existing system (of course not implying belief that in every point of detail perfection has been attained,) is as universal in Scotland as discontent is in England. This contentment leads to the result that nearly every mercantile case of admitted insolvency passes as a matter of course through the Bankruptcy Court. It is found to be a cheaper, more expeditious, more secure, and in every way more satisfactory method than any private trust.

Finally, it may very properly be suggested, that in its supreme object—security—the English system has proved a failure. Of the defalcations of official assignees no accurate record is kept; but it appears from a return made to the House of Lords this year (1858, No. 173) that the chief registrar in bankruptcy finds accidental notices in his office of the defalcation of official assignees to the amount of £110,000 since the year 1832, only a part of which large sum had been paid up by their sureties. That amount is certain; it is impossible to say how much more may have been lost in a similar manner. But it may well be doubted if the loss by trustees in Scotland has been proportionately great.

After describing the general nature of the procedure in Scotland, Mr. Kinnear thus states the alterations which would be involved in its adoption here. These would be:—

1. The abolition of the whole of the existing courts and staff of bankruptcy—retaining only such number (perhaps two might be found sufficient) of the London commissioners as might serve to transact the London and non-local business, and to form a Court of Appeal from the decisions of the county court judge.

2. The giving the power to make adjudications of bankruptcy to the London commissioners in all cases, and to the county court judges in cases where the parties had for some time resided or carried on business within their territory. The London commissioners, in adjudications made by them, to direct the bankruptcy to proceed before such county court as they shall think best, and the creditors to be entitled to remove it to any other.

3. The abolition of any limit in the assets of the debtor to warrant him in petitioning; but, as a substitute, the requiring his petition to be with the consent of creditors to the same amount as if they petitioned alone.

4. The abolition of the system of taking possession by a messenger, leaving it in the power of any creditor to apply to the county court judge to put an officer of the court in possession, *if special reason for such a step shall be shown.*

5. The early election by the creditors of a single assignee on the estate, giving sufficient security. The election to be either at a private sitting of the county court judge, or at a private meeting of the creditors In the latter case, the proof of debts to be made to the meeting itself, with power to any party to appeal to the county court judge. His decision, on hearing the appeals, to be conclusive, and to be the formal appointment of the party whom he finds to be duly elected.

6. The investing the assignee thus chosen with the whole powers and duties at present exercised by the official assignee, the trade assignees, the accountant, and the court itself, in so far as regards proof of debts. The audit of his accounts to be by a committee of creditors at fixed periods, the same committee to fix the amount to be divided, and, on occasion of each dividend, the rate of payment of the assignee for his past work by a commission on the sums collected.

7. The appointment of an official to whom the assignees and clerks of the county courts shall make regular returns of the date of each step taken, and who shall have power, on any irregularity coming to his notice, to call a meeting of the creditors, or to represent it to the Court in London.

8. The giving to the county court judge power to grant the bankrupt's certificate, but only on receiving a report from the assignee relative to his conduct, and with the consent of a majority of the creditors, the required majority gradually diminishing with the lapse of time. The bankrupt's protection also to be at the discretion of a majority of the creditors.

9. The permitting of appeals from the decisions of the assignee on the proof of debts, and from resolutions of the majority of the creditors where the validity of debts computed in the majority, or the legality of the resolution itself is disputed, and also from the resolution of the committee of cre-

ditors fixing the rate of the assignee's commission, to the county court judge, and from him, when he shall certify the case to be proper for appeal, to the London Court.

10. The giving power to the creditors at any stage to put an end to the proceedings, while reaping the benefit of all that has till then taken place, not only by a deed of arrangement, but by accepting a composition, payment of which is secured by sureties, to whom the estate is made over, instead of, as now, requiring the debtor to make a payment into Court, which he has not the means of making.

Mr. Kinnear concludes his pamphlet with the recommendation that—even affidavits of debt should be dispensed with, and the proof made to consist merely in the transmitting to the clerk of the county court, or the assignee after he is chosen, of a claim of debt, stating the amount, the manner in which it arose, and the securities, if any, held for it; the claim to be signed by the claimant, and accompanied by any vouchers of the debt which may exist. Power would of course be given to the creditors, or the assignee, to require further proof on oath if they thought it requisite. But it is believed that in the majority of cases no further proof would be necessary, particularly where collusion was not feared, and the claim was found to be corroborated by the bankrupt's books. In such cases there is really no ground for further formality of proof than may be sufficient to satisfy an ordinary mind that the debt is really due; and any relief which can safely be given from the necessity of using forms of such strict technicality as affidavits, would unquestionably be a boon to the public. It would be easy to give to the claims, so made, the same solemnity as if made on oath, by enacting that the signature to the claim should be taken as implying an affidavit of the truth of the facts which it contains.

RAILWAY LEGISLATION.

REPORT OF COMMITTEE OF HOUSE OF LORDS.

The select committee of the House of Lords appointed to inquire into the present system of proceedings in Parliament on private bills, and to consider whether any improvement can be effected to regulate and facilitate such legislation, and diminish its expense, have reported as follows:—

That the committee have met, and considered the subject-matter referred to them, and have examined several witnesses in relation thereto.

Important suggestions have been made in a communication submitted to the committee by one of its members, and in the evidence of some of the witnesses, as to the substitution of a new tribunal, and as to extensive alterations in the present system of private bill legislation; but although there are many valuable observations contained in these communications well deserving of the attention of Parliament, the committee have deemed it more expedient to confine themselves to the consideration of what were the best practical amendments they could recommend in the present system of procedure in Parliament on private bills, without entertaining the larger question of an entire alteration in the existing system, and have accordingly agreed to the following resolutions:—

1. That all Standing Orders, except such orders as apply especially to any bill on coming up from the House of Commons, be proved before examiners previous to introduction of Bill into Parliament, and that the decision of the examiners, upon compliance or non-compliance with Standing Orders, be final.

2. That, in cases of non-compliance with Standing Orders, any memorial, praying that such Standing Orders may be dispensed with, shall be presented to the examiners within one week after their decision; and that the examiners shall forward the same with the certificate to the Clerk of the Parliaments to be laid before the Standing Order Committee, who shall consider such memorial, and determine the matter referred to them forthwith.

3. That in all cases of opposed private bills, in which no parties shall have appeared on the petitions against such bills, or having appeared shall have withdrawn their opposition before the evidence of the promoters shall have been commenced, the committees on such bills shall forthwith refer them back, with a statement of the facts, to the chairman of committees, to be dealt with by him as if originally unopposed.

4. That questions of locus standi be referred to a committee appointed for the consideration of such questions.

5. That subscription contracts and declarations shall be discontinued, but deposits shall be made in all cases where such subscription contracts and declarations are now required.

6. That committees of both houses on private bills have the power to administer an oath to witnesses, in order that a certificate of the evidence taken before a committee of one House on such bills may be received by the other House as sufficient in such matters as may be found expedient.

7. That the committee of selection appoint the chairman of all committees appointed by them.

And the committee have directed the minutes of evidence taken before them to be laid before your Lordships.

REPORT OF COMMITTEE OF HOUSE OF COMMONS.

The select committee of the House of Commons appointed to inquire into the best mode of securing the public interests, and diminishing parliamentary expenses in reference to railway and canal legislation, agreed to the following resolutions:—

1. That all railway and canal bills be deposited at the Private Bill Office and at the Board of Trade on or before the 23rd of December previous to the next session of parliament.

2. That the examiners of petitions for private bills commence their sittings on the 18th of January, and that they be directed by Mr. Speaker to make such arrangement for the examination of petitions as shall facilitate the introduction of private bills at as early a period as possible in each session.

3. That compliance with the Standing Orders of both Houses, except the Wharncliffe Order, be proved before the introduction of a railway bill into parliament.

4. That an early day be fixed at the commencement of each session, after which no railway bill shall be read a second time without the express sanction of the House.

5. That the panel of chairmen of committees on railway and canal bills should be reduced to the smallest number consistent with the proper transaction of the business of the session, such number, if possible, not to exceed five.

6. That it would tend to shorten the labours of committees, and diminish the expense of inquiries before them, if they continued their sittings not less than five hours each day.

7. That it is desirable that arrangements be made for a portion of the private business of each session being commenced in the House of Lords.

8. That, with a view to promote such an arrangement, it is desirable that the House of Commons should not insist on its privileges as regards money clauses in private bills, when such clauses relate to tolls and charges for services performed, and are not in the nature of a tax.

9. That, with the same view, committees of the House of Commons should have the power of examining witnesses on oath.

10. That the Standing Orders relating to subscription contracts be repealed.

11. That evidence taken before committees of the House of Lords on private bills be received by committees of the House of Commons under the same regulations which have heretofore been in force in committees on Divorce Bills.

12. That the form annexed to the Standing Orders with regard to notices to landowners and occupiers be altered so as to avoid the necessity of sending with the notice a description of the plan and section.

THE DEFENCE OF BERNARD.

The *Daily News* says:—In correction of some loose reports which have obtained circulation, Mr. Montague Leverson writes to us respecting an incident of the Bernard prosecution:—"The facts are, that a former patient of Dr. Bernard, long established in business in Paris, hearing of his position, wrote to Mr. Albert, the interpreter at the Marlborough-street Police Court, stating that, urged by gratitude for restored health, he was desirous of giving the Doctor such pecuniary aid as was needed, and in his power, to procure the ablest services for his defence. This letter came to my hands through those of Messrs. Shaen & Roscoe, but I was not guilty of the imprudence of sending it to Paris. Nevertheless, for this act of gratitude, for which all civilised men would have esteemed the writer, Dr. Bernard's ci-devant patient was suddenly stripped of his means of livelihood, and deported to this country, with an intimation that he must be thankful for powerful influence which had been exerted in his favour, or he would have been sent to Cayenne. Let Mr. Albert and the French police explain how the above act of gratitude came to the knowledge of the French police; and let the 'paternal government' of M. Buonaparte justify its ruthless chastisement of the exercise of one of the noblest and rarest virtues."

We understand two vacancies will shortly take place in the Queen's Bench; and when Mr. Whiteside shall have polished off a number of Bills, which now occupy his attention, the arrangements in the Queen's Bench will stand thus:—Mr. Whiteside to

be Chief Justice, and Master Litton transferred from his present position to the vacancy created by Judge Crampton's resignation. Judge Perrin will then be senior of the puisne judges, and Mr. Litton will occupy the place of Judge O'Brien. The vacant Mastership will be filled by Mr. Thomas Lefroy, Q.C., and the Solicitor-General will be Attorney-General. Such are the most recent speculations, and they wear an air of probability.—*Dublin Freeman.*

It is stated that the official liquidators to the district bank at Newcastle-on-Tyne have given their assent to the proposition for the purchase of the Derwent and Consett Ironworks by the shareholders of the bank, and are prepared to recommend to the Court of Chancery that the subscribing shareholders, on the payment of their respective subscriptions, be discharged from their liabilities to the bank. The ironworks have been incorporated under the Joint Stock Companies Acts of 1856 and 1857.

Recent Decisions in Chancery.

Satisfaction of Debt by Legacy.

Cole v. *Willard*, 6 W. R. 712.

The doctrine of satisfaction of debts by legacies may be considered as a skilful invention for the encouragement of suits in Chancery. It has been pronounced by judges to be founded on no sound principle, and whenever a case arises for its application, there is a disposition to evade authorities which cannot be avowedly disregarded. This object is attained by relying upon circumstances which scarcely appear sufficient to support the conclusions founded on them. Various degrees of deference are paid by different judges to the decisions of their predecessors, and thus one element of uncertainty in these cases is derived from the diversity of character which exists among judicial minds. The general tendency of the recent cases appears to be to get rid of the doctrine of satisfaction altogether. One judge declares the general rule binding, but finds particular facts to warrant him in setting it aside. Another judge, a few years later, points out that the circumstances relied upon were too slight to justify the exception, and therefore he treats the previous case as going far to shake the authority of the rule. This is the approved process for getting rid of any old doctrine which modern views of jurisprudence condemn; and in the instance before us the Master of the Rolls has gone a considerable way towards abolishing the ancient rule. In order to exhibit clearly the effect of his decision, it may be well to state what the law of the Court is, or at least was, upon the subject of satisfaction, and the effect of the most recent cases.

Where a man, being under an obligation to do a specific act, as to pay money, does that by will which may be considered as a performance of it, the conclusion of law is, that what the testator has done was intended to be in satisfaction of his obligation. But this presumption does not arise unless the benefit given by the will is of the same nature, and of at least equal amount, and equally certain as to time of enjoyment, with the benefit to be taken under the obligation.

In the case of *Rowe* v. *Rowe* (2 De G. & S. 294), it was in the first place decided by *Knight Bruce*, V. C., that the testator was at the time of his death in equity indebted to his wife in the sum of £600, which had been bequeathed for her separate use, and had come into the testator's hands. The question then arose, whether a legacy of £2800 given by the testator to his wife, was to be taken as a satisfaction of the debt? Now here was a debt, and a legacy of greater amount than the debt payable at the testator's death, without any sort of fetter or reservation; and yet the Vice-Chancellor held that the legacy was not a satisfaction of the debt. He remarked, in the first place, that the testator had appointed his nephew executor, "to pay all my just debts;" and that the authorities did not allow him to disregard these expressions. And he further observed that Lord *Lyndhurst* in *Bartlett* v. *Gillard* (3 Russ. 156), had held that the circumstance of the first annuity in that case being given for separate use, but the second annuity not being so given, was material; and as he found that distinction he should follow it, without saying what his own opinion would have been in the absence of authority upon the point. There was this difference, however, between the case before *Knight Bruce*, V. C., and that relied on by him, that as the legatee in the former case was the testator's wife, she became capable, on his decease, of receiving the £600 due from his estate, and absolutely disposing of it. In *Bartlett* v. *Gillard* the donee of the annuity was a married woman, but not the wife of the testator.

In the case of *Edmunds* v. *Lowe* (3 K. & Jo. 318; 3 Jur., N. S., 508; 5 W. R. 444), the testator was indebted to his daughter in the sum of £25. By his will he directed his debts to be paid, and gave the residue of his estate upon trust, after payment of his debts and legacies, for certain purposes. By a codicil he gave to his daughter a legacy of £100. *Wood*, V. C., said that he had found no case in which a direction to pay debts had of itself been held to afford sufficient presumption of an intention that a legacy to a creditor should not be in satisfaction of the debt due from the testator. He remarked upon *Rowe* v. *Rowe*, that the Court, in that case, by calling in *Bartlett* v. *Gillard* to its assistance, showed that, in its opinion, the mere direction to pay debts would not suffice. In the case before him there was also, in the will, a trust to pay debts and legacies "hereinbefore mentioned," but this would not apply to a legacy given by a codicil. He, therefore, felt "unwillingly compelled to hold" that the legacy was in satisfaction of the debt.

We now come to the recent case of *Cole* v. *Willard*, decided be the Master of the Rolls. In that case the testator had given a bond to pay to trustees, within three months from his decease, £2000, to be held upon trust to pay the interest to his intended wife for life, and after her decease in trust as to the principal for his own personal representatives. By his will, after directing payment of his debts, the testator gave to his wife an annuity of £200 for life, to be paid quarterly, and the first payment to be made on the first quarter-day after his decease; and he directed his executors to invest, out of his personal estate, a sum sufficient to provide for payment of this annuity. The Master of the Rolls admitted that there was great difficulty in seeing any distinction between this case and that of *Wathen* v. *Smith* (4 Mad. 325), which had been relied upon against the widow; but he nevertheless held, upon the terms of the will before him, that the widow was entitled both to the annuity and to the interest of the £2000.

In *Wathen* v. *Smith* the testator had covenanted within six months after his decease to pay to his wife £1000. By his will he gave her £1000 to be paid within three months, and there was a trust to pay debts and legacies. It was held by *Sir John Leach*, V. C., that the legacy was a satisfaction of the covenant. In this case it is to be noticed that there was a provision for the payment both of debts and legacies. Now a provision for debts alone makes no difference, as we learn from *Edmunds* v. *Lowe*. But if there be a rule, whether founded or not in reason, that a provision for debts and legacies will repel the presumption of satisfaction, then *Sir John Leach* decided wrongly, and the Master of the Rolls properly declined to follow him. If again it be held that the provision by will in *Cole* v. *Willard* was not ejusdem generis with that made by the bond, of course the presumption of satisfaction would be rebutted, according to the recognised rule. But if neither of these arguments be tenable, the result of the modern decisions seems to be that a great deal depends upon the disposition of the particular judge before whom any future case may happen to come. The importance sometimes attached to a direction to pay debts and legacies is not very easy to understand. The bequest of a legacy implies a direction for its payment; and an express direction is applicable to all the legacies given, but throws no light upon the question whether a particular legacy has been given, or with what intent. The truth would seem to be, that the judges who resorted to this argument were dissatisfied with a rule which, however, they did not venture to set aside, but were determined, if possible, elude.

Lands Clauses Act—Application of Purchase-money in Court.

Re Wight's devised Estates, 6 W. R. 718.

Under the 69th section of the Lands Clauses Act (8 & 9 Vict. c. 18), purchase-money paid into court may be applied in the purchase or redemption of the land-tax, or the discharge of any debt or incumbrance affecting the land in respect of which such money shall have been paid, or affecting other lands settled therewith to the same uses. In the case of *Ex parte Lockwood* (14 Beav. 158), there had been an inclosure of common lands, and an allotment had been made to the rector of a certain parish. By the Inclosure Act, part of an allotment might be sold to defray the expenses of putting the Act into execution, and of fencing and inclosing the allotments. A railway company had paid into court a sum of money as compensation for injury to other lands belonging to the rectory. The rector asked that the amount of the expenses of executing the Act, and of fencing, &c., payable by him, might be paid out of the sum in court, instead of selling or charging the allotted lands, and the Master of the Rolls made the order accordingly, as "a very reasonable and wise thing to do."

In re Wight's devised Estates, the sum of £220 had been paid into court by a railway company as the purchase-money for a small portion of an estate. Labourers' cottages being required on the estate, the tenant for life asked that the sum in court might be paid to her, undertaking to apply it towards building, and to supply the deficiency out of her own pocket; and *Wood*, V. C., made the desired order, on the authority of *Ex parte Shaw* (4 Y. & C. 506), a case which occurred in the Exchequer, in the year 1841, under a special railway Act, and four years before the passing of the general enactment.

During the present week there has been a case before the Lords Justices, on appeal from the Master of the Rolls, who doubted his jurisdiction to make the required order. It will be seen on comparing the above two cases, that the former falls within the terms of the Act, while the latter can only be embraced by adopting a liberal interpretation. General convenience, however, requires an enlarged view of the provisions of this clause, and such, we believe, was the view taken by the Lords Justices.

Cases at Common Law specially Interesting to Attorneys.

18 & 19 VICT. C. 108, S. 26—TAXATION OF COSTS OF ACTION ORDERED TO BE TRIED IN A COUNTY COURT.

Wheatcroft v. *Forster*, 6 W. R., Q. B., 651.

By a provision (s. 26) of the last County Court Amendment Act (18 & 19 Vict. c. 108), it was enacted that where, in any action of contract brought in a superior court, the claim indorsed on the writ does not exceed £50, or where the claim has been reduced to that amount or under, by payment into court, payment, an admitted set off, or otherwise, a judge of the superior court, on the application of either party after issue joined, may in his discretion, and on such terms as he shall think fit, order the cause to be tried in any county court which he shall name. And after the hearing, the registrar of the county court is to certify the result to the Masters' office, and judgment in accordance with such certificate may be then signed in the superior court. It is believed that, previously to the case under discussion, this new method of trial of actions commenced in the superior courts (which resembles in some respects the writ of trial given by 3 & 4 Will. 4, c. 42, s. 17, in cases where not more than £20 is sought to be recovered), has not given rise to any disputed questions, and it has probably not been frequently used. The clause in the Act, however, is singularly deficient in precision, and leaves much of the necessary machinery for carrying out its object unexplained. For example, it does not state (and the 65th rule of practice, which has reference to this section of the Act, is equally silent as to this), whether the hearing may, if either of the parties desire, be before a jury, or whether the judge of the county court is himself to decide the facts, as well as such questions of law as may arise. It is true that the judge may make the order "on such terms" as he shall think fit, but this has probably reference only to the question of costs, upon which the case under discussion turned. Here, the judge's order contained no provision upon this subject, and the defendant, having had a verdict, and a certificate to that effect being returned by the Registrar to the Master, signed judgment in the superior court to obtain his costs in the action. These, however (so far as the trial was concerned), the Master would only allow on the county court scale of taxation, and an application was now made to the court upon the subject. It was urged that the defendant had been brought into the superior court by the plaintiff as dominus litis, and that the former was therefore entitled, on succeeding, to costs of trial on the scale allowed by such courts—the only scale with which the Master had anything to do. But the Court held, that the Master was at liberty to use the county court scale as his guide, and that, in such cases, the proper course was for an arrangement as to the costs, to be settled before the judge of the superior court, on his making the order.

PRACTICE—CONSOLIDATION OF ACTIONS—MUTUAL ASSURANCE SOCIETIES.

Lewis v. *Banks*, 6 W. R., C. P., 652.

The last occasion on which we noticed the practice as to the consolidation of actions was in the case of *Syers* v. *Pickersgill* * (6 W. R., Exch., 16). The actions there, the subject of the application, arose out of a *marine* insurance, and the actions were against the several underwriters. The only point worthy of notice in the case under discussion was, whether the ordinary practice of consolidating actions brought against underwriters should be extended to the case of actions brought against the several members of a mutual insurance society, on a policy signed by the secretary on behalf of the members for the time being. The Court decided this in the affirmative—holding, that it was no sufficient objection to such consolidation that questions might arise as to whether some of the defendants were members at the time of the insurance, nor that judgment against one defendant only would not show the amount for which each of them was respectively liable. And in making absolute the consolidation rule, the Court remarked that though all the defendants entering into it would be bound by the decision of the first case, if in favour of the plaintiff; the plaintiff, on the other hand, if he failed in his first case, was at liberty, by the terms of the rule, to select another defendant, and try again.

* Noticed sup. p. 28.

PRACTICE—SECURITY FOR COSTS OF PROCEEDINGS IN ERROR.

Hill v. *Fox*, 6 W. R., Exch., 652.

The practice as to requiring security for costs is one altogether for the Courts, and moulds itself in obedience to the changes of procedure in other respects. The question which arose in the case under discussion was, whether the defendant in the original action, who, having brought error on the judgment against him, had thenceforward become the *actor* or plaintiff in the proceedings, could be ordered to find security for the costs in error by reason of his residing abroad and having no property in this country. It was admitted by the plaintiff in the original proceedings, in making application against the defendant to this effect, that the ordinary practice as to security for costs applied only to the case of *plaintiffs*, but it was urged that upon principle that party should be ordered to find security (if out of the jurisdiction, and without property within it) who took a step which would cause an immediate outlay by the other side, without regard to the circumstance of the party taking such step being called plaintiff or defendant. To this view the Court acceded, holding themselves bound to do so in favour of consistency. We may observe that another recent case (decided since the Common Law Procedure Act, 1852, made proceeding in error a step only in the original cause) establishes that where a plaintiff, who had found security for the costs of an action to a certain amount ordered by the Court, brought error on a judgment in such action for the defendant, the former was compelled to give such additional security as would cover the costs in error. In both this case and that under discussion, the Court said, that if there were no precedent for the application, they felt no hesitation in constituting one by the decision they were about to pronounce.

MANDAMUS TO GIVE UP BOOKS OF A PUBLIC NATURE.

Reg. v. *Rastrick*, 6 W. R., B. C., 654.

This was an application for a mandamus to the defendant to give up to certain justices books of a public nature. It appeared that the books in question came into the possession of the defendant as the executor of a justices' clerk recently deceased, and that they were urgently required for the purpose of carrying on the county business. Under these circumstances the rule was made absolute by *Wightman*, J., without calling upon the Crown to support the rule, and without heeding the representations made on behalf of the defendant that the books in question contained private entries of the deceased affecting his personal estate. "If," remarked the Court, "a public officer chooses to enter private matters in books used for public purposes, can that excuse him for retaining them from the public?"

COUNTY COURT APPEAL—AMENDMENT OF CASE.

Ex parte Williams, re Harrison v. *Williams*, 6 W. R., B. C., 655.

This was an application arising out of a county court appeal, calling upon the judge to show cause why he should not amend a case stated by him for the opinion of the Court, by setting forth therein a certain fact, or the evidence relating thereto; and it appeared that a certain plaint having been levied in the county court in question, against the defendant on whose behalf this rule was moved, in respect of an injury to a boat belonging to the plaintiff, alleged to have been caused by the negligence of the defendant, or his servant, in the conduct of a pilot boat, the county court judge came to the conclusion that the accident was caused by the pilot boat's striking against a certain pier, through the negligence of the defendant's servant; but the case also stated that the accident in question would not have happened, unless it had been for the negligence of a third party, though the case did not proceed to set forth what this last mentioned negligence was, or to set out the evidence concerning it. The Court held that herein was involved a question of law

on which an appeal lay, and that the county court judge must amend his case by stating the evidence, or saying in what the negligence consisted.

ATTORNEY AND CLIENT—CHAMPERTY, NATURE OF—TAKING SUBJECT MATTER OF SUIT BY WAY OF SECURITY.

Anderson v. *Radcliffe & Walker*, 6 W. R., Q. B., 655.

This is an important case; and in order that our readers may the better apprehend its effect, we must refer them to our notice of the case of *Simpson* v. *Lamb** (5 W. R., Q. B., 227), where a question arose as to the purchase by an attorney conducting a cause, of the benefit which should result to his client from its successful prosecution; and in which we took occasion to explain the effect of the authorities in the books, with regard to the nature of champerty. In the case to which we refer, it may be remembered that the Court held a purchase pendente lite of the subject matter of the suit by the attorney concerned therein, to be against the policy of the law, and consequently void, though, if made bonâ fide, not the offence provided against by the statute of Ed. I. In the case under discussion it appeared that the attorney, after his client had obtained a verdict in the suit (which was to recover possession of a certain close) took from his client, before execution issued on the judgment, a bill of sale of the crops on the close recovered, in order to secure the repayment of moneys advanced by the attorney to his client for the purposes of the trial. Such a transaction as this the Court of Queen's Bench unanimously held to be perfectly legitimate—holding upon the authority of *Wood* v. *Downes* (18 Ves. Jun. 120), and other cases in Chancery, as well as on their own judgment, as to what was legal and beneficial, that there is a broad distinction between the *purchase* by an attorney of the subject-matter of a suit from his client while the suit is proceeding, and his taking such subject-matter as a *security* for advances made to such client. As Mr. Justice *Erle* forcibly remarked, "It would be to the last degree oppressive if a man were prevented raising money on that to which he presumes himself to have a right."

AWARD, EFFECT OF ITS BEING DRAWN UP BY THE ATTORNEY OF ONE OF THE PARTIES TO THE REFERENCE.

Re Burdon & Burdon & Renoldson, 6 W. R., C. P., 656.

In this case an application was made to set aside an award, upon several grounds, and amongst others, that the arbitrators (to whom it had been referred to allot a certain piece of ground among three persons) had employed the attorneys of a party to the reference other than the applicant to draw up the award from their minutes. It is to be collected from the judgment of the Court with regard to this point, that such a practice is not of itself, and, unless any real wrong or injury be shown to have proceeded therefrom (as, for example, that the award did not conform to the minutes), a ground for setting aside the award; but that it is, "in ordinary cases, to be reprehended, as giving opportunity for abuse."

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

Since I last wrote you, the sheriffship of Perthshire, vacant by Mr. Muro's promotion to the office of Solicitor-General, has been conferred upon Mr. E. S. Gordon, with the approbation of the whole profession, except a few grumblers, who think everything wrong. Some of the daily journals complain that the holder of some small sheriffship, which on a vacancy would merge in one of the neighbouring sheriffships, under a recent Act, has not been appointed, with the view of saving some part of the annual national charge. It is a general belief that these suggestions come from friends of parties who would willingly accept promotion of this kind; but, whether this be so or not, it is the general feeling that the Lord Advocate would have exercised his rights with little discretion if he had entrusted the sheriffship of the important county of Perth to any other than a first classman, which Mr. Gordon is; and this is a sentiment in which the inhabitants of the county cordially concur. Mr. Gordon's appointment has rendered one of the Advocate Deputeships, worth £500 a year, vacant. Many parties are spoken of for the appointment. Mr. Montgomery, at present holding an inferior office, will probably get it, and some of the others named will succeed to him.

A depute clerkship in the Court of Session has also become vacant, since it rose on the 20th inst., by the sudden death of Mr. Beveridge. Mr. Beveridge was a very old man, it is said nearly ninety years of age, and yet he performed his duties punctually and well to the day of his death. He was at his post writing out interlocutors on the day the Court rose. The office is worth £400 a year. It is very difficult to say who will succeed Mr. Beveridge. Mr. Finlay, the Keeper of the Rolls of the Second Division of the Court during the presidency of the late Lord Justice Clerk, upon whose death, according to custom, he vacated, is most generally spoken of. He is extremely popular and well qualified for the office, his appointment to which would, no doubt, be as acceptable to him, seeing that his retiring allowance is only £150, as it would be to the public.

It is said that at least one, if not two, of the present judges will not resume their seats next session; if so, the Lord Advocate (Baillie) will go to the Bench, and Mr. Mure, the present Solicitor-General, will succeed him. The second seat on the Bench, if it be put at the disposal of Government, will probably be offered to some of the seniors at the bar, who have been pushed aside in the political race.

The only other event which has occurred that is worthy of notice since I last wrote is, that the present Lord Justice Clerk (Inglis), of whom, as I have often mentioned, the legal profession here is very proud, accepted an invitation from the body of writers to the signet to dine with them. The dinner took place on Thursday last; and without going into the question of the prudence of accepting such invitations, or attempting to give any report of the proceedings—which, as they were strictly private, could only be given at second-hand and from memory—we may just mention that his Lordship expressed himself in such eloquent and feeling terms as proved, at least to those who entertained him, that he accepted the compliment paid him in the spirit in which it is said to have been offered—not more as a testimony of their sense of the invariable kindness and urbanity with which he has ever treated everyone who has come in contact with him in business, than of their admiration of his splendid talents. The only stranger in the room was the Dean of the Faculty of Advocates, who is said to have delighted the company with one of those eloquent and charming speeches which have already stamped him as an orator of the first class. One can only regret that he has not an equal reputation as a lawyer, although he is certainly rising greatly in public estimation.

THE JUDGES' CHAMBERS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I had occasion, on Tuesday last, to attend a summons before the vacation judge at common law, Mr. Justice Erle, at his chambers in Rolls-garden, Chancery-lane.

The summons was returnable at 11 o'clock, a.m. I went to the Queen's Bench Chambers a few minutes after that hour, and was surprised to find the outer office crammed to repletion with attorneys and attorneys' clerks, the pavement in front of the chambers being crowded with those who could find no room inside. All these persons were waiting to attend the judge; and upon inquiry I found there were several adjourned summonses, and 110 new summonses, all to be heard; and, strange as it may seem to persons unacquainted with the practice, the whole of these summonses were returnable at the same hour, 11 o'clock. I happened to have an early number (within the first dozen of the new summonses), so that I had only to wait until the adjourned summonses were disposed of, and I managed to get before the judge shortly after one o'clock. What became of the unfortunate individuals whose numbers were behind mine I cannot tell; if the average time occupied by every summons up to when I went in be any criterion, No. 100 must have been heard about midnight.

Surely, Sir, some reformation might advantageously be introduced in this system. At present, the vacation judge is overwhelmed with a mass of business, of such a varied and comprehensive nature, that I wonder how any head, or any constitution, can—especially in this hot weather—withstand the fatigue it necessarily involves. He is called upon to decide the most trivial questions of practice, as well as the most important questions of law, and all these matters are brought before him in a heap at 11 o'clock, a.m., without the slightest order or classification. Sometimes half a dozen or a dozen summonses relate to simple matters, questions of time, perhaps, and are quickly and easily disposed of; then comes a heavy case, requiring argument and discussion, occupying, perhaps, an hour, or two hours. This, like a dray in Cheapside, stops everything behind, until it is disposed of. From the irregularity in the

* Vide sup. vol. i. p. 130.

time these summonses necessarily occupy, it is impossible for the attorney to form any idea when his summons will be heard, and his own, or his clerk's time—more valuable at present than at any other period of the year, is wasted, and his patience exhausted by these fatiguing attendances, for which, even in the most important cases, he is never allowed more than 6*s.* 8*d.*

I understand that in a former vacation one of the masters attended chambers, and relieved the judge from minor matters and details of an unimportant nature. This system, I am informed, worked well; and I wonder it is not now adopted. In Chancery, the chief clerks dispose of all summonses, except in cases of importance, when parties wish to go before the judge; and there seems no good reason why the valuable time of a common law judge should be spent in listening to disputes on questions of time, and similar questions, which can quite as easily and satisfactorily be disposed of by an inferior officer. The summonses at chambers now average, perhaps, from 120 to 130 a day, and a large number of these relate to matters of this nature, which, if classified or separated from the others, might be disposed of in a very short time.—I am, Sir, your obedient servant,

AN IMPATIENT ATTORNEY.

July 30, 1858.

Review.

The Specific Performance of Contracts, including those of Public Companies. By EDWARD FRY, of Lincoln's-inn, Barrister-at-Law. London: Butterworths. 1858.

The subject of specific performance has long called for a treatise especially devoted to it. There is much information respecting it in the works of Lord St. Leonards, and Mr. Dart, on "Vendors and Purchasers;" but they were so far limited by the scope of their treatises that a complete discussion of the whole doctrine and practice of the Court in cases of specific performance would have been out of place. Something, too, may be found in general treatises on the jurisdiction and principles of courts of equity, like those of Mr. Fonblanque and Mr. Justice Story. But these works, although embracing the whole subject, do not profess to enter into details, and to review decided cases with the minuteness necessary for the practitioner's guidance. Mr. Fry's book occupies the place which has so long been vacant, and contains an elaborate discussion of the jurisdiction of the Court in specific performance, its original foundation, and the limits which have been imposed upon it; besides a close examination of a very large number of decided cases. It is rather unfortunate that the book was, it would seem, completed before the Bill of the Solicitor-General, which has just become law, had been mooted. Mr. Fry, in his preface, notices the existence of this Bill, and speaks of it, with justice, as likely to be a material improvement to the jurisprudence of the country; but it is curious that a point which has become of especial significance, in consequence of the passing of this measure, and which, besides, formed one of the most essential portions of Mr. Fry's subject, is discussed with a certain amount of vagueness which will be rather disappointing to practitioners who may be anxious to learn as early as possible what is the extent of the change which Sir H. Cairns has introduced into the Court of Chancery. The question to which we refer is this fundamental inquiry—"In what cases has the Court of Chancery jurisdiction to entertain an application for an injunction, or for the specific performance of any covenant, contract, or agreement"—for it is in these cases only that the new statute empowers the Court "to award damages to the party injured, either in addition to, or in substitution for, such injunction or specific performance."

The new Act may prove either a revolution or a dead letter, according to the view which may be entertained by the judges as to the extent of the past jurisdiction of the Court in cases of specific performance. Of course Mr. Fry's treatise examines this question; it forms, as it could not but do, the subject of his opening chapter, and it crops out continually in almost every page of the book, when the nature of the interference of the Court in particular classes of cases is under review. Indeed, it would not be an incorrect description of the object of Mr. Fry's labours to say that it was to answer, both generally and with reference to all kinds of particular contracts, the two questions, "What is the jurisdiction of the Court?" and "Under what circumstances will that jurisdiction be acted on?" Mr. Fry, therefore, is the commentator who should by anticipation have interpreted the new statute, but it so happens that a defect which pervades the whole work, renders it utterly useless for this particular purpose. The author never distinguishes, in a satisfactory manner, the cases where the Court has no jurisdiction from those where it considers it unadvisable to enforce it. He may be of opinion that it is proper to say of any contract which the Court is not in the habit of specifically performing, that it is a case beyond the jurisdiction as at present understood; and there are some passages in the text which seem to suggest that this is the author's view. But he nowhere expressly lays it down, and if he did we think he would be wrong. But it would not be fair to attribute either this opinion or its opposite to Mr. Fry, for it seems impossible to say that he entertains any distinct opinion at all upon the subject. Thus, at page 16, he says, that "when the contract is from its nature such that the Court cannot enforce its performance, it is necessarily *no subject of its jurisdiction* in that respect"; and he instances the case of agreements for the sale of a goodwill unconnected with business premises. Again, at page 18, he says that the Court *will not enforce* a contract which is in its nature revocable, as, for example, a contract for a partnership of which the duration is not specified. The different form of expression used in these two cases, may be intended to intimate that, in the former class the Court *can't* interfere for want of jurisdiction, and that in the latter it *won't* interfere because it would not be expedient to do so. But we are not much disposed to think that any such distinction was in the author's mind, partly because he seems generally to mix up the two classes of cases, and partly because cases where specific performance is refused on account of the difficulty or impossibility of enforcing the decree if made, belong emphatically to the category of discretional refusals, and not to that of refusals for want of jurisdiction. It is not only in specific performance that the Court refuses to interfere when it cannot see its way to practically enforcing any decree it may make, but when it declines on this ground to interfere it is not in the habit of alleging want of jurisdiction as the reason. To take a recent example of the distinction on which we are insisting, we may refer to the case of *Hope* v. *Hope* (2 W. R. 443). That was a bill praying an order for the delivery up to the father (an Englishman) of his children, who were then living with their mother in France. Two points were raised for the defence: one, that the Court had no jurisdiction to make an order as to the custody of English children living abroad; the other, that if it made the order it could not enforce it. These two points were regarded as quite distinct both in the argument and in the judgment of the Master of the Rolls, who said that he had no doubt that the Court had jurisdiction, but at the same time suspended his order, because in the then state of the evidence he did not know whether he should be able to enforce any order which he might make. Precisely the same distinction was adopted on appeal by the Lord Chancellor. He also laid it down that he had jurisdiction, and then entertained the question whether, having jurisdiction, it would be proper to exercise it, having regard to the obvious maxim that the Court ought not to make a decree which it was impossible to execute.

We do not at all suppose that Mr. Fry, in the passage we have noticed, meant to assert that cases where decrees were refused on the ground of the impossibility of executing them, were of necessity cases where there was no jurisdiction; but we ascribe his language entirely to the fact that he has, throughout his work, entirely lost sight of the distinction in question, and has employed terms appropriate to the absence of jurisdiction, or to the inexpediency of enforcing it, without much regard to their precise force, and almost as if they were synonymous and interchangeable. It is quite true that this obscurity of language is constantly to be met with in the judgments of eminent chancellors, and that it is, in consequence, very difficult to lay down with confidence the limits of the jurisdiction in specific performance, as distinguished from the limits of its actual exercise. But if it was not easy to solve the question, it ought at least to have been entertained in a work which professes to investigate the theory of the Court, as well as to collect the cases which show how far it is carried into practice. Some confusion on this head is of little practical importance in a judgment, for it is much the same to a suitor whether his prayer for relief is refused because the Court thinks it has no power to grant it, or because it considers that it would not be proper to do so. But these are just the questions which text writers, who aim at producing anything more than an index of cases, ought especially to discuss, if only for their theoretical interest; and it now turns out that the inquiry is of the highest possible practical importance, as a means of interpreting a statute, which is either a very insignificant matter or an enormous boon to suitors in Chancery. It would occupy far greater space than we have at our disposal to enter into the inquiry which of the two possible constructions of the Act is the more correct. A few illus-

trations, however, may be useful to show the importance which the point on which Mr. Fry speaks with so uncertain a voice has now assumed. The Court of Chancery, except in very rare cases, which we need not now consider, does not enforce the specific performance of contracts for the purchase of chattels. Is this or is it not for want of jurisdiction? If the jurisdiction exists, though it is never or scarcely ever exercised, Sir H. Cairns' Act has given a power to award damages, in substitution for specific performance, in every such case, and will enable the Court of Chancery to entertain a suit praying specific performance and damages in the alternative for the price of goods sold and delivered, and, indeed, on almost every contract which could be made the subject of an action at law. This would be a very startling result. Now suppose, on the other hand, that for the purpose, at any rate, of construing the statute, the Court is to be treated as having had no jurisdiction in specific performance in any of those cases where it has been in the habit of refusing to interfere. What will be the consequence of this interpretation? Clearly this, that there is now no jurisdiction to award damages in substitution for specific performance, except in those cases where, previously to the statute, a decree for specific performance might have been obtained. Now, what are those cases? Why (with none but insignificant exceptions), only those where damages would be an inadequate remedy. This, indeed, is laid down by Mr. Fry very properly as the foundation of the main part of this head of equity, the only other cases being those rare ones where the remedy at law, instead of being merely inadequate, is altogether wanting. But what a strange result is this! It comes to this, that the Legislature has passed an Act to empower courts of equity to give damages instead of specific performance, in those cases only where specific performance has hitherto been decreed expressly on account of the inadequacy of damages to supply redress. To establish the jurisdiction, to substitute damages for the old-fashioned relief, it will be necessary in each case to prove that damages are a less appropriate remedy than a decree for specific performance. It is true that the rest of the Act would still be operative and useful, inasmuch as cases often arise where a court of equity is impeded for want of jurisdiction to couple a decree for damages with one for specific performance; but still there seems no escape from the dilemma, that the words which authorise an award of damages in substitution for specific performance must either be utterly nugatory, or else must bring the commonest action for damages within the scope and jurisdiction of the Court of Chancery. In the course of time we shall know which of these constructions will be adopted by the courts; but, in the meanwhile, we must regret that Sir H. Cairns has worded his Act in so ambiguous a manner, and that Mr. Fry's treatise affords us no assistance in elucidating the difficulty. We have dwelt on this point, which promises to become of great importance, at so much length, that we cannot say much about the execution of Mr. Fry's book in other respects. We should be sorry to have it supposed that our criticisms are intended as a general condemnation, for, notwithstanding the fault we have noticed, we believe that the treatise will be found extremely useful as a collection and classification of the decisions by which this branch of equity practice is governed. There is abundant evidence of industry in its pages, and if it leaves undetermined a question which has only now become of practical moment, this will not prevent it from being a useful guide to the solicitor who wishes to know whether his case is, or is not, one in which, according to the practice of the Court, a decree for specific performance may reasonably be looked for.

Professional Intelligence.

LAW LECTURES.—MICHAELMAS TERM, 1858.

Prospectus of the Lectures to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Public Lectures on Constitutional Law and Legal History will comprise the following subjects:—

The Reader will trace the History of our Constitutional Law and of our Jurisprudence, from the Reign of James the First to that of George the Second.

In his Private Classes the Reader will take up the History of our Constitution from the Accession of William the Third, and follow it to the Reign of George the Second. He will then trace its origin from the Norman Conquest.

BOOKS.—Blackstone's Commentaries, by Kerr, vols. i. and iv.; Parliamentary History of the Period; Hallam's Constitutional History—Chapter on the Middle Ages; Appendices in Hume's History; Statute Book (of the Period); Clarendon's History and Life; May's History; Burnet's Memoirs; Hayes's History of Conveyancing (small 8vo); Lord St. Leonards' Preface to Gilbert on Uses; Fortescue (Amos); Rapin's History of the Period, and Tindal's Continuation; Ralph's History; Millar's History of the Constitution; State Trials (during the Period); Professor Creasy's Work on Magna Charta; Butler's Notes on Uses and Trusts, in his edition of Coke Littleton.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, a Course of Six Lectures:—

1. On the Sources of English Law. The Origin of the Feudal System, and the Judicial Procedure to which it gave rise in Normandy and England.
2. On the Office of Chancellor: its Connection with the Common Law Courts. The Rise and Principles of the Equitable Jurisdiction. The Custody of the Great Seal.
3. On the Present Constitution of the Court of Chancery. The Principles of Equity Pleading. The Recent Alterations in the Procedure of the Court.
4. On the Jurisdiction in Lunacy.

The Reader on Equity proposes to form two Private Classes—a Senior and Junior, according to the amount of preliminary knowledge possessed by the Students, using in the Junior, "Smith's Manual of Equity Jurisprudence" as a text-book; and in the Senior, examining the principal branches of Equitable Jurisdiction, with a frequent reference to cases; and also commencing the perusal of Lord Redesdale's Treatise on Equity Pleadings.

LAW OF REAL PROPERTY.

The Reader on the Law of Real Property proposes to deliver, in the ensuing Educational Term, a Course of Six Public Lectures on the following subjects:—

THE DOCTRINE OF NOTICE, AS BETWEEN VENDOR AND PURCHASER.

In his Private Classes the Reader on the Law of Real Property will refer more particularly to the cases cited in the Public Lectures. He will also endeavour to go through a Course of Real Property Law, using the work of Mr. Joshua Williams as a text-book.

JURISPRUDENCE AND THE CIVIL LAW.

The Reader on Jurisprudence and the Civil Law proposes, in the ensuing Educational Term, to deliver Six Public Lectures on the following subjects:—

1. The Roman and Feudal Conceptions of Property, and the consequences of the difference between them.
2. The Roman Law of Contracts and Delicts.
3. The Roman Law of Civil Process.

With his Senior Private Class the Reader will proceed through a Course of Roman Law, beginning with the Law of Persons. He will use as his text-book the *Systema Juris Romani Hodie Usitati* of Mackeldey, and will commence at the section intitled *Jus Familiare*. The Reader will also endeavour to form a Junior Class for the purpose of going through one of the Roman Institutional Treatises. The Private Classes meet at the Lecture Room in Garden-court.

COMMON LAW.

The Reader on Common Law proposes to deliver, during next Michaelmas Educational Term, a Course of Six Public Lectures, as under:—

Lectures I. & II. will be designed as Introductory to, and will exhibit the leading Principles which govern, the Law of Contracts.
Lectures III. & IV. will be Introductory to, and will exhibit the leading Principles which govern, the Law of Torts.
Lectures V. & VI. will, in like manner, be Introductory to Criminal Law.

In these Public Lectures, attention will specially be directed to the Leading Cases which illustrate the Three Departments of Common Law above indicated.

With his Private Class the Reader will traverse the ground marked out in his Public Lectures, explaining minutely the General Principles therein stated, and examining the Cases which have been cited in support or illustration of them. The Reader will principally use, with his Private Class, *Smith's Selection of Leading Cases* (Fourth Edition); *Warren's Abridgment of Blackstone's Commentaries;* and *Broom's Legal Maxims* (Third Edition).

ORDER OF COURT.—JULY 12, 1858.

The Right Hon. Frederic Lord Chelmsford, Lord High Chancellor of Great Britain, by and with the advice and consent of the Right Hon. Sir John Romilly, Master of the Rolls, the Right Hon. Sir James Lewis Knight Bruce, and the Right Hon. Sir George James Turner, the Lords Justices of the Court of Appeal in Chancery, the Hon. the Vice-Chancellor Sir Richard Torin Kindersley, the Hon. the Vice-Chancellor Sir John Stuart, and the Hon. the Vice-Chancellor Sir William Page Wood, doth hereby order and direct as follows:—

When any decree or decretal order has been made upon motion, no re-hearing or appeal shall be allowed, either before

the same judge, or before the Lord Chancellor, or the Court of Appeal in Chancery, upon motion; but in every such case there shall be a petition of re-hearing or appeal in the same manner and form, and with the same certificate of counsel, and with the same subscription by the petitioner, or his solicitor, with respect to costs, and with the same deposit, as are required for a re-hearing when a decree has been made upon the hearing of a cause regularly set down for hearing.

Parliamentary Proceedings.

HOUSE OF LORDS.

Friday, July 23.

LAW OF FALSE PRETENCES AMENDMENT BILL.

The Royal assent was given by commission to this Bill.

COPYHOLD ACTS AMENDMENT BILL.

This Bill was reported, with amendments.

Monday, July 26.

WILLS OF BRITISH SUBJECTS ABROAD BILL.

This Bill was read a second time.

LEGITIMACY DECLARATION BILL.

The report, with amendments, on this Bill was received.

Tuesday, July 27.

THE BANKRUPTCY COURT AT MANCHESTER.

Lord STANLEY of ALDERLEY presented two petitions—one from the Chamber of Commerce, and the other from the Law Association of Manchester, complaining that Mr. Commissioner Jemmett had contracted debts which he was unable to pay, and had been in the custody of the sheriff of Lancashire.

The LORD CHANCELLOR had no power to interfere in the matter, for, although the appointment of Commissioners of Bankrupts rested with him, he could not remove them for misconduct.

COUNTY COURT DISTRICTS BILL.

The Commons' amendments were agreed to.

LEGITIMACY DECLARATION BILL.

This Bill was read a third time and passed.

COPYHOLD ACTS AMENDMENT BILL.

This Bill was read a third time, and passed with verbal amendments.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, said, the necessity for it had arisen from a defect in recent legislation. To prevent persons making an improper use of cheques it was the practice to cross them with a banker's name, which was supposed to give the security that a cheque so crossed would only be paid through a banker. The matter, however, having been brought before the Courts of law, it was decided that the crossing did not amount to a direction to the banker only to pay through another banker, but merely to excite his vigilance. Under those circumstance, what was supposed to be a security turned out to be none; and in 1856 an Act was passed, which enacted that where any draft or cheque on a banker had an addition of the words "and company," either in full or abbreviated, it should be considered as a direction to the banker only to pay through a banker. The Act was brought to the test at the latter end of last year. A person sent a crossed cheque through the post. The cheque was abstracted from the letter. The words crossed were obliterated; it was presented to the bankers having all the appearance of an uncrossed cheque, and the money was paid. An action was brought by the customer against the bankers, and the Court of Common Pleas first, and the Court of Exchequer Chamber afterwards, decided that the words of the Act of 1856, that the crossing should be a direction to the banker only to pay through a banker, were applicable not to the time of drawing, but to the time of presentment, and that the crossing was no material part of the cheque. Again, what was supposed to be a complete protection to the customer was found to be no security, and the intentions of the Legislature were frustrated. It therefore became necessary to introduce this measure, by which it was proposed to enact that the crossing of the cheque should be a material and essential part of the cheque, that it should amount to a direction, not from the time of presentment, but from the time of crossing, to pay through a banker, and that an erasure of the crossing should amount to a forgery. He believed there was no doubt as to the propriety of the measure, except as to the 4th clause, which provided that bankers paying a cheque which did not plainly appear to be crossed or to have been obliterated, should not incur liability. He understood there was some objection to giving bankers that protection. He had considered the point, and he could not help thinking that the clause was a very reasonable and a very proper one. It should always be borne in mind that a cheque got into dishonest hands through the negligence or fault of the person who drew it. It was either lost through negligence, or entrusted to a person unworthy of confidence, or stolen. In the majority of cases the banker could not protect himself, but the customer could, and therefore it would be most unfair if, when giving protection to crossed cheques, they withdrew the protection which bankers now possessed, in the event of a crossed cheque being presented to all appearance an uncrossed cheque, and in such a state as would defy any amount of vigilance to detect the fraud.

Lord OVERSTONE had heard with satisfaction the declaration of the Lord Chancellor, and had no intention to offer any opposition to the passing of the Bill.

The Bill was read a second time.

Wednesday, July 28.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

This Bill passed through committee.

Thursday, July 29.

DIVORCE ACT AMENDMENT BILL.

The Commons' amendments to this Bill were considered.

Lord REDESDALE proposed that clause 5, enabling persons abroad to institute proceedings, which had been struck out by the Commons, should be restored. He had no wish to endanger the Bill; but he thought the Commons should reconsider their decision.

After a few words from Lord Cranworth, the clause was restored.

PROBATE ACT AMENDMENT BILL.

The Commons' amendments in this Bill were agreed to.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

This Bill was read a third time and passed.

HOUSE OF COMMONS.

Friday, July 23.

Mr. TURNER presented two petitions from Manchester, containing allegations against the conduct of Mr. Jemmett, Commissioner of the Manchester Bankruptcy Court.

The ATTORNEY-GENERAL said, that he had received a communication from Mr. Jemmett, stating that he was anxious to have, in the present session if possible, the most searching investigation into his conduct.

The petition was laid on the table, and Mr. TURNER gave notice that he should move that it be printed.

PROBATE ACT AMENDMENT BILL.

The ATTORNEY-GENERAL moved the second reading of this Bill.

Exceptions were taken to parts of the Bill and the existing Act by Lord HOTHAM, Mr. WARREN, and Mr. HADFIELD; and the motion for the second reading was agreed to.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

On the order of the day for going into committee on this Bill,

Mr. AYRTON said, the House had been assured by the Attorney-General that there was no intention of introducing into this Bill any clause which would sanction the enclosure of Hampstead Heath; but Mr. Rolt had given notice of an amendment, which, if adopted, might deprive the public of that Heath. He hoped that such a proposal would not receive the support of the Attorney-General or of the Government.

The ATTORNEY-GENERAL said, this was not a Government Bill, but at the request of Lord Cranworth he had taken charge of it. He was not, however, responsible for any clause of which notice might have been given by any member. Neither he nor the Government had anything to do with such clause.

Mr. ROLT said, that, as there seemed to be a general feeling that it would be a breach of faith to press on this occasion the amendment of which he had given notice, he would withdraw it.

The House then went into committee.

Mr. ROLT said, he should not now take the sense of the committee on the question of the 21st clause, but he should bring it before the House on the first opportunity next session.

Mr. COLLINS thought, that exceptional legislation of this kind was injurious to the character of the House.

Mr. HUGESSEN denied that the clause was aimed at a particular individual.

Mr. MALINS said, that the framers of the Act had not the courage to say expressly that the clause applied to Sir T. M. Wilson; but there could not be the slightest doubt that the 21st clause was aimed at him. Such a clause, excluding a particular individual from the benefit of a general measure, not by name, but by a sort of sidewind, was most unjust.

Mr. HUGESSEN quoted Lord Derby, to show that when Parliament had once decided a question of this kind the Court of Chancery ought not to be allowed to upset that decision.

Mr. COX said, he should be quite prepared at the proper time to show that there was good ground for retaining this clause.

The Bill then passed through committee.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

On the order of the day for the consideration of this Bill as amended,

Mr. MALINS drew the attention of the House to a suggestion which had been made by a gentleman named Chorley, a solicitor, who proposed that at the end of the cheque next the counterfoil there should be printed the words "uncrossed cheque," and that it should be enacted that no cheque without these words should be paid, except through a banker. Any person, whether drawer or holder, desiring it to be treated as a crossed cheque would simply have to tear off those words. That suggestion had been most favourably received by many bankers, and appeared likely to meet all the difficulties attaching to this subject.

The amendments were agreed to.

DIVORCE ACT AMENDMENT BILL.

The ATTORNEY-GENERAL moved the second reading of this Bill. As the 5th clause, extending the jurisdiction of the Court to persons resident and domiciled anywhere abroad in the colonies, was likely to give rise to considerable difference of opinion, it was not his intention to press the adoption of that clause.

The Bill was read a second time.

Saturday, July 24.

PROBATE ACT AMENDMENT BILL.

The ATTORNEY-GENERAL moved that the House resolve itself into a committee on this Bill.

Lord HOTHAM moved, as an amendment, that the House resolve itself into committee upon the Bill on Monday next.

Mr WARREN seconded the amendment. He had an important amendment to move, with the view of opening the practice in non-contentious cases to barristers, and throwing open the Court of Admiralty to the bar generally, and to attorneys and solicitors.

The ATTORNEY-GENERAL urged that this and the Divorce Act Amendment Bill were necessary to remedy omissions and defects in the Acts passed last session, which rendered it inconvenient, if not impossible, satisfactorily to administer justice in the Probate and Divorce Courts Both Bills had been fully considered by the House of Lords—had been since the 24th of June before the House of Commons—but from pressure of public business he had not been able to bring them on earlier. Notice had been given of several amendments—but as Parliament would rise next week, they could not be properly discussed, and he hoped they would not be persisted in. With regard to the 24th clause, by the Bill of last session registrars were appointed in all the country districts to conduct the business of granting probates and letters of administration in non-contentious cases; but no provision was made as to the power of the registrar to act without the intervention of a solicitor. It was thought, while the registrars and other public officers were prohibited from acting as solicitors, it was proper that persons should be appointed, under rules laid down by the judge of the court, to conduct the business in non-contentious cases, receiving fixed fees for their services, to relieve the suitors from the necessity of employing solicitors and incurring expenses. Overwhelmed with objections to that clause, and seeing no chance of carrying it within the brief time that remained, he would withdraw it. The proposal for throwing open the Court of Admiralty to the profession generally, not having had an opportunity of consulting the judge or the officers of the court, he must resist. The same reply he must give to the clause of Mr. Warren, in regard to the non-contentious business; but he promised to consider the matter during the recess. He proposed to withdraw the money clauses relating to the superannuation allowances in both Bills. He would also withdraw the 5th clause in the Divorce Bill.

Mr. HADFIELD supported the amendment.

Mr. AYRTON hoped they would be allowed to go into committee.

Mr. WARREN would agree to allow the question as to the opening of the Admiralty Courts to stand over, provided the Attorney-General would consent to the non-contentious clause.

Mr. WALPOLE hoped, as the objectionable clauses were withdrawn, that the Bill would be allowed to proceed.

The House divided—

For the motion	42
For the amendment	17
	—25

The House then went into committee, and passed the first four clauses.

On clause 5,

Mr. HADFIELD moved a proviso to prevent registrars holding any other office or following any other occupation.

The ATTORNEY-GENERAL stated that no officer to be appointed under the Act would have any other office. He would not object to the proviso if limited to future appointments.

The amendment was negatived.

Clauses 6 & 7 were agreed to.

On the consideration of clause 8,

Mr. AYRTON suggested that persons who had been managing clerks to proctors for seven years before the passing of the Probate Act should be allowed to practise in this court.

The ATTORNEY-GENERAL promised to consider this suggestion before the Bill was reported.

Clauses to 23 inclusive were agreed to.

On clause 24,

Mr. AYRTON, in reference to the amendment of which he had given notice, explained that his object was to prevent the officers appointed under the Act from entering into competition with solicitors and attorneys for the practice of these courts.

The ATTORNEY-GENERAL had stated that he would withdraw the clause in question. He concurred in the object of Mr. Ayrton, and would co-operate with him in carrying it into effect.

The clause was then struck out.

Mr. WARREN moved a clause enabling all serjeants and barristers-at-law to practise in the Court of Probate. This would place them on the same footing in regard to non-contentious as to contentious business. He did not intend to press the clause in reference to the Court of Admiralty.

The ATTORNEY-GENERAL opposed the amendment. The question was fully discussed when the Probate Bill of last year was under consideration, and Parliament had decided that while solicitors might practise in both these courts, it was not advisable to allow barristers to practise in non-contentious cases.

After some conversation the Attorney-General consented to the clause, and it was added to the Bill.

Some other clauses were brought up and agreed to, and the House resumed.

DIVORCE ACT AMENDMENT BILL.

This Bill passed through committee, the following new clauses being added:

"All persons and corporations who shall, in reliance on any such order or decree as aforesaid, make any payment to, or permit any transfer or act to be made or done by, the wife who has obtained the same, shall, notwithstanding such order or decree may then have been discharged, reversed, or varied, or the separation of the wife from her husband may have ceased, or at some time since the making of the order or decree been discontinued, be protected and indemnified in the same way in all respects as if, at the time of such payment, transfer, or other act, such order or decree were valid, and still subsisting without variation in full force and effect, and the separation of the wife from her husband had not ceased or been discontinued."

"In all cases now pending, or hereafter to be commenced, in which, on the petition of a husband for a divorce, the alleged adulterer is made a co-respondent, or in which, on the petition of a wife, the person with whom the husband is alleged to have committed adultery is made a respondent, it shall be lawful for the Court, after the close of the evidence on the part of the petitioner, to direct such co-respondent or respondent to be dismissed from the suit, if it shall think there is not sufficient evidence against him or her." And a clause, to provide that evidence on which judgment of divorce obtained in a competent Ecclesiastical Court prior to the Act 20 & 21 Vict. c. 85, may be used in support of petition between same parties in the Court for Divorce and Matrimonial Causes.

DRAFTS ON BANKERS LAW AMENDMENT BILL.

On the motion for the third reading of this Bill,

Mr. D. NICOLL regretted the introduction of the 4th clause, and believed that it would render the measure useless, except for the lawyers, for whom it would produce plentiful litigation. If it were to stand part of the Bill no security could be obtained for crossed cheques; rather than allow the Bill to pass with this clause, he would move that it be read a third time that day three months.

Mr. CONINGHAM seconded the amendment.

The ATTORNEY-GENERAL had been compelled, against his own judgment, to insert the clause. He hoped that Mr. Nicoll would withdraw his amendment and allow the Bill to pass, as it was one which, in his opinion, would be useful to the commercial interests of the country.

Mr. J. LOCKE suggested that the amendment should be withdrawn, on the understanding that steps should be taken for having the clause expunged in its progress through the other House.

The ATTORNEY-GENERAL said, he would do all in his power to obtain the withdrawal of the clause.

The motion was withdrawn, and the Bill was read a third time, and passed.

Monday, July 26.

LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

This Bill was read a second time.

LAW OF PROPERTY AMENDMENT BILL.

On the order of the day for considering this Bill as amended,

Mr. ROLT said, the measure had not received from the House the consideration that ought to be given to a Bill which affected so many interests, and he would therefore move that it be re-committed.

The ATTORNEY-GENERAL, being convinced that it would not be fair to the House or advantageous to the public to pass a measure of such importance at a period when it would be impossible fully to discuss its provisions, felt reluctantly compelled to withdraw it.

The order for the second reading of the Bill was then discharged.

PROBATE ACT AMENDMENT BILL.

This Bill was read a third time, and passed.

DIVORCE ACT AMENDMENT BILL.

This Bill was read a third time, and passed.

Thursday, July 29.

LEGITIMACY DECLARATION BILL.

The Lords' amendments to this Bill were considered and agreed to.

COPYHOLD ACTS AMENDMENT BILL.

The Lords' amendments to this Bill were considered and agreed to.

TRUSTEES AND MORTGAGEES BILL.

On the motion of Mr. MALINS, the order of the day for the second reading of this Bill was read and discharged.

Pending Measures of Law Reform.

DRAFTS ON BANKERS LAW AMENDMENT BILL (H. C.)

As amended in Committee and on Recommitment.

1. Whenever a cheque or draft on any banker, payable to bearer, or to order, on demand shall be issued, crossed with the name of a banker, or with two transverse lines with the words "and Company" or any abbreviation thereof, such crossing shall be deemed a material part of the cheque or draft, and, except as hereafter mentioned, shall not be obliterated or added to or altered by any person whomsoever after the issuing thereof; and the banker upon whom such cheque or draft shall be drawn shall not pay such cheque or draft to any other than the banker with whose name such cheque or draft shall be so crossed, or, if the same be crossed as aforesaid without a banker's name, to any other than a banker.

2. Whenever any such cheque or draft shall have been issued uncrossed, or shall be crossed with the words "and company" or any abbreviation thereof, and without the name of any banker, any lawful holder of such cheque or draft, while the same remains so uncrossed, or crossed with the words "and company" or any abbreviation thereof, without the name of any banker, may cross the same with the name of a banker; and whenever any such cheque or draft shall be uncrossed, any such lawful holder may cross the same with the words "and company" or any abbreviation thereof, with or without the name of a banker; and any such crossing as in this section mentioned shall be deemed a material part of the cheque or draft, and shall not be obliterated or added to or altered by any person whomsoever after the making thereof; and the banker upon whom such cheque or draft shall be drawn shall not pay such cheque or draft to any other than the banker with whose name such cheque or draft shall be so crossed as last aforesaid.

3. *Clause A.*—If any person shall obliterate, add to, or alter any such crossing with intent to defraud, or offer, utter, dispose of, or put off with intent to defraud, any cheque or draft on a banker, whereon such fraudulent obliteration, addition, or alteration has been made, knowing it to have been so made, such person shall be guilty of felony, and, being convicted thereof, shall be liable, at the discretion of the Court, to be transported beyond the seas for life, or to such other punishment as is enacted and provided for those guilty of forgery of bills of exchange in the statute in that case made and provided.

4. *Clause B.*—Provided always, that any banker paying a cheque or draft which does not at the time when it is presented for payment plainly appear to be or to have been crossed as aforesaid, or to have been obliterated, added to, or altered as aforesaid, shall not be in any way responsible or incur any liability, nor shall such payment be questioned by reason of such cheque having been so crossed as aforesaid, or having been so obliterated, added to, or altered as aforesaid, and of his having paid the same to a person other than a banker, or other than the banker with whose name such cheque or draft shall have been so crossed, unless such banker shall have acted malâ fide, or been guilty of negligence in so paying such cheque.

5. In the construction of this Act the word "banker" shall include any person or persons, or corporation, or joint-stock company, acting as a banker or bankers.

LAW OF FALSE PRETENCES AMENDMENT BILL.

If any person shall by any false pretence obtain the signature of any other person to any bill of exchange, promissory note, or any valuable security, with intent to cheat or defraud, every such offender shall be guilty of a misdemeanour, and being convicted thereof shall be liable, at the discretion of the Court, to be sentenced to penal servitude for the term of four years, or to suffer such other punishment by fine or imprisonment, or by both, as the Court shall award.

Report of the Lords' Committee on Private Bill Business.

SELECTIONS FROM THE EVIDENCE.

THOMAS ERSKINE MAY, Esq., *Clerk Assistant of the House of Commons.*

With regard to the taxation of accounts and charges of parliamentary agents, the practice of the Commons and of the Lords is precisely the same, being regulated by Act of Parliament. The first of the recent Acts was passed in 1847, for the House of Commons; and the second in 1848, for the House of Lords. Under these Acts either the promoters or the opponents of any private Bill can have the costs of the parliamentary agents and solicitors effectually taxed. One of the provisions of these Acts was, that a new scale of charges should be prepared and sanctioned by the Speaker in the House of Commons, and by the Chairman of Committees in the House of Lords, and published; and that that scale should be binding upon all the parliamentary agents and solicitors. The same scale was agreed to, both in the Lords and in the Commons, and has since been binding; and the effect of it was greatly to diminish the authorised charges in Parliament—very nearly one-third. That scale did not include the fees of counsel, or the charges of parliamentary agents, or the ordinary House fees; it included parliamentary agents and solicitors, but it did not apply in any way to counsel. There is no mention besides, as far as I recollect, in the scale of allowances to witnesses; but the taxing-officer has ample authority to allow what is necessary and proper for all witnesses attending the House. No detailed scale, however, was laid down for different classes of witnesses, though practically there is a well-understood scale; it was not thought necessary to introduce any changes, and therefore no new scale was published, but the old scale was wil

understood by the taxing officer. As regards fees to counsel, the professional usage is for a barrister to receive ten guineas a day, and five guineas as a consultation fee; and that usage, not having been disturbed by any authority, has been recognised by the taxing officer of both Houses, just as it had been recognised about forty years before. That consultation fee is not given in any other court daily, I think; here it is given every day that the committee sits; all the counsel retained in the case receive both the consultation fee of five guineas and the day fee of ten guineas; no matter whether those counsel are eminent, or men of inferior qualifications. No counsel can accept less than ten guineas a-day, and the junior gets as much as the leader; such is the usage, and he cannot accept less, honourably to his profession. As to special fees for retainers, there is a retaining fee of five guineas, and no larger special retainer; but there are brief fees, which depend upon the eminence of the counsel, and they vary from 1000 guineas to 10 guineas. Very large fees are given in some of the most important cases to eminent counsel with their briefs; so that in fact these double fees are in addition to the special fee given to any eminent counsel in a particular case. In other courts the brief fee secures the whole service of the counsel; in Parliamentary proceedings there is a brief fee, which is proportioned to the importance of the case and the amount of papers to be perused and the other difficulties of the case, and there are also, without reference to the importance of the case, a day fee of ten guineas and a consultation fee daily of five guineas to each counsel. As to the reason urged for this usage of giving double fees to counsel employed in Parliamentary business, the ground which I have always understood to be suggested was this, that counsel were taken from their ordinary courts, and obliged frequently to abandon their regular business, and to appear before Parliament for a few days only; and it was thought that ample remuneration should be given to them for those disadvantages. Undoubtedly, things are greatly changed since that scale was first introduced. Private business, originally, was a very small affair, and now it has become perhaps more important than the proceedings of any other court in the United Kingdom, and accordingly a large Parliamentary bar has grown up with it. Many counsel, and most of the leading counsel, confine themselves to Parliamentary business; at the same time there are several counsel who occasionally come there, and still practise in the courts; and as Parliament is open to the whole profession, it is quite competent, at any time, for the promoters of a Bill to secure the services of a counsel from elsewhere, and to go beyond the limits of the Parliamentary bar; and those eminent counsel, if they were taken from other courts, no doubt would receive the brief fee. Now, although I think it is quite open to consideration whether the counsel's fee could not be regulated, it is necessary to observe that there is one great difficulty connected with it, namely, that these fees are not founded upon any resolution of either House of Parliament, or upon any Act of Parliament; they are merely grounded upon professional usage, and a fee to counsel is an honorarium voluntarily given by the promoters and the opponents of Bills, who give what they please.

My opinion with regard to counsel's fees is, that what is most required is a simplification and improvement of the procedure, rather than a limitation of counsel's fees. I think the great evil is, that, under the existing system, when eighteen or twenty committees are sitting at the same time, it is not possible to secure the services of the counsel who are actually retained in the case, and accordingly each party will have six or seven counsel retained, and paid these day fees; whereas, if a better system of procedure could be adopted, two counsel would be amply sufficient; but at present, the number of counsel employed is very great, and the expenses are very heavy. And I should observe that the expenses of counsel are not confined to the fees, but the briefs which the parties have to deliver to seven or eight counsel are often enormously costly. They are generally very voluminous; and the charges for the drawing and the copies for the several counsel amount to very large sums. Then each counsel has daily given to him a copy of the short-hand writer's notes, which are often exceedingly voluminous. I remember a case in which £130 was the daily cost of copies being prepared merely of the minutes of evidence. It has always been my opinion, too, that one of the great causes of expense, and one of the great evils of the Parliamentary system of investigating Private Bills, has been, that within a very short space of time all these committees are sitting; but I may observe, that the time is much more extended than it used to be, inasmuch as by the quick proof of standing orders the committees can be appointed to sit upon the Bills at a much earlier period of the session; they are now practically sitting for four months.

The time occupied in investigation before the committees in the Commons is often needlessly protracted; and that leads me to another suggestion which I was prepared to offer for the consideration of the committee, which is this—that some system might be devised for narrowing the issues tried before these committees. The petitioners who deposit petitions in the House of Commons might append to the petition an abstract of the grounds of objection to the Bill, which might be answered in writing by the promoters of the Bill; and the day before the Bill came on for consideration in the committee with all the parties present, these heads of objection and the answers might be considered by the committee, and they might themselves devise some mode of narrowing the issue to be tried before them, and not go over the whole range of the case, which, as presented by the parties, is nearly interminable. It is said, this would call for the necessity of considerable ability on the part of the committee; but I should think that if the committee lacked ability, they would rather be helped by this suggestion than in any way embarrassed. With reference to the suggestion, that if, prior to the sitting of the committee, both parties were to give in a list of the number of witnesses which they proposed to call to prove their several facts, and if that list of witnesses was submitted to some committee, say to the Standing Orders Committee, who should say whether it was reasonable that that number of witnesses should be examined on the one side or the other, the inquiry might be very materially shortened: I should scarcely venture to propose that the discretion of the parties in producing witnesses should be interfered with, because if afterwards, in going before the committee, their case were to fail from the want of sufficient evidence, I think they would have reason to complain. There are various formal proofs, or quasi formal proofs, before committees even upon opposed Bills, which often lead to very great expense, and which might be proved by affidavit. I think it would be well to consider whether affidavits might not be very generally introduced in proceedings before Private Bill Committees. It is difficult, perhaps, to specify the class of cases which could be proved by affidavit; but there are many cases not actually opposed, where documents are put in and circumstances stated, which, though material proofs, are not subjects of cross-examination, and which the opponents do not desire to make subjects of opposition. I think that various matters of that sort, at the discretion of the promoters, might be proved by affidavit, of course leaving it to the committee to require further evidence in any case, and to call any witness who may be thought necessary. Such a suggestion is particularly important as regards the proceedings of the House of Lords, because, although a smaller number of witnesses are examined there, the cost of examining them is much greater than in the House of Commons, as they have to attend a greater number of days, being obliged to come to be sworn at the bar of the House of Lords previously to being examined. For example, if an opposed Bill committee should be appointed to sit on Monday, the witnesses are sometimes obliged to be in attendance on Friday, to be sworn at the bar of the House of Lords; and they are detained in town on the Saturday and Sunday, in order to be examined on the Monday. Again, the same inconvenience arises from the fact that the House never sits on Wednesday.

With regard to the number of counsel, whether it would be possible to limit the expenditure which is caused by the necessity of retaining more counsel than are practically engaged upon the Bill, by a resolution of the committee that two counsel only should appear for any party, and that those two only should be heard, or should be allowed to take part in the proceedings: in some cases, committees of the House of Commons, and probably of the House of Lords also, though I am not aware of it, have adopted such a resolution; but it only meets the difficulty partially, and it is a practical injustice to the parties, as they are unable to secure the counsel upon whom they most rely.

Many counsel have received their fees, and have never attended at all in the room; yet, as to its being practicable or expedient that in the taxation of the costs no fees should be allowed to counsel in cases in which they had not actually appeared before the committee, any such course as that would be a very partial remedy, and would be attended with great difficulty. In the first place, the fees to counsel are only a very small portion of the entire costs incurred which are submitted to the taxing officer; in the next place, there is no evidence of that fact; the fees have been actually paid; the solicitor is before the taxing officer, and not the counsel, and he states that the committee sat on such days, and that these counsel were in attendance, and their services available, if required. I think that it would be practically ineffective. In fact, in respect of

counsel, not much reduction of expense can be looked for, unless the committee should think fit to consider whether there might not be a maximum and a minimum day fee, and consultation fee, according to the standing of the counsel; whether, just as there is a discretion on the part of the solicitor in marking 100 guineas or 10 guineas on the back of a brief, he should not also, according to the standing of the counsel and the importance of the case, fix 5 guineas, or even 3 guineas, for the attendance before the committee of a junior counsel, and a proportionate amount for a consultation. I see no objection, in point of principle, to such a regulation; on the contrary, I confess that I do not understand the principle of the uniformity of charge, whatever may be the services and standing of the counsel.

In some cases there is an unfair charge upon the opponents of a particular clause or provision in a Bill, from their counsel being obliged to attend, or claiming the privilege to attend on the whole of the proceedings before the committee. I have frequently heard complaints on that ground, the difficulty being for the counsel to ascertain with certainty on what day his services will be required; counsel, indeed, claim to be allowed to be present, and to attend throughout the whole of the proceedings, although only retained upon one particular part of them; from the day that they enter their appearance, and appear before the committee on that particular Bill, until the Bill is disposed of, their fee is charged every day, and they receive 10 guineas a day, though they may be only engaged on behalf of their clients for a single day.

Law Amendment Society.

REPORT, FOR SESSION 1857-8.

In this report, the council congratulate the members on the steady increase in their numbers, and on the prosperous condition of their finances. In two years the income of the society has doubled.

During the session of the society, several important questions of law amendment have been discussed.

The first is the amendment of the laws relating to bankrupts and insolvents. It was understood that the late Vice-President of the Board of Trade had prepared a measure on the subject, dealing rather with private arrangements between debtors and their creditors, than with the constitution or machinery of the Court of Bankruptcy; but this Bill was not introduced into Parliament previous to the vote which terminated the late ministry. Lord Brougham brought forward two measures in the House of Lords, which contemplated, among other alterations, the abolition of the Insolvency Court, of the technical distinction between traders and non-traders, and of imprisonment for debt; at the same time greatly increasing the powers of the Court for the punishment of fraudulent debtors, and improper trading. He stated his wish to delay further proceedings with these Bills until the introduction of the measure promised by the present Government; but as that Bill has not yet made its appearance, it is evident that no legislation on the subject can be anticipated during the present year. The committee of delegates from chambers of commerce and trade protection societies, appointed by the National Association in October last, have, however, completed the preparation of a measure on bankruptcy and insolvency, which has been introduced into Parliament by Lord John Russell. This Bill repeals all existing Acts, and consolidates the whole statute law on the subject; it abolishes the Insolvency Court, and the distinction between trader and non-trader; gives greater facilities for private arrangements, and provides for the registration of the deeds, and for summarily enforcing their provisions; aims at simplifying and cheapening the proceedings under an adjudication; confers some concurrent jurisdiction on the county courts; enables the distribution, by the Bankruptcy Court, of the estates of deceased debtors; and, finally, enacts more stringent provisions than now exist for the punishment of fraudulent debtors. This Bill has been referred to the Mercantile Law Committee of the society, and will probably be reported on by them early next session.

While dealing with mercantile law, a useful measure, introduced by the Attorney-General, to render crossed cheques more secure, may be alluded to; it is one of the few Bills which will pass into law during this year.

The subject of the transfer of land was referred to the Real Property Committee, and received from them a long investigation. They finally reported to the society in favour of a system of registration of title, as calculated both to facilitate and cheapen transfer; and this opinion was maintained by the society at several meetings, and after protracted discussion. Several Bills relating to this important branch of law amendment have been introduced into Parliament during the present year; one by Lord St. Leonards, for the shortening of the term of prescription, and other objects; another by Lord Cranworth, enabling the Court of Chancery to give a judicial title to an owner of land, and to exercise powers analogous to those of the Encumbered Estates Court in Ireland—a measure which would doubtless effect one part of the object aimed at, by clearing the title, but which falls short of what is desired, by omitting to supply any means for keeping the title cleared; a third Bill, by Lord Brougham, proposes a system of transfer similar to that so long in force with regard to copyholds. It is not probable that the time has yet arrived for a lasting and comprehensive measure on this important subject; but the council see with satisfaction the growing interest which it creates in the public mind, and the increasing approximation to unanimity among the advocates for real property law amendment.

A Bill has been prepared by the Criminal Law Committee, and passed through the House of Lords by Lord Brougham, to make the obtaining of an acceptance to a bill of exchange or promissory note on false pretences, a punishable offence.

Another measure, drawn by a special committee of the society, and which the Attorney-General has introduced into the House of Commons, enlarges the jurisdiction of the Divorce Court, by enabling that tribunal to declare the status of any person who may apply to it under the circumstances mentioned in the Bill. Hitherto this form of action, though existing in Scotland as one of the uses for the action of declarator, which is applicable there as a remedy for many different wrongs, has been unknown to the English law, which has never taken cognizance of mere personal status as distinct from the right to property.

Lord Brougham has also brought before the House of Lords a Bill to enable prisoners to tender themselves as witnesses on their own behalf on their trial, subjecting themselves thereby to cross-examination. This measure has met with much approval, and will no doubt be in another session passed into law.

Births, Marriages, and Deaths.

BIRTHS.

BRAITHWAITE—On July 24, at 65 Mornington-road, Regent's-park, the wife of J. B. Braithwaite, Barrister-at-Law, of a daughter.

GOVER—On July 24, the wife of James Dinely Gover, Esq., of Sutton, Surrey, and 33 Old Jewry, of a son.

GROVER—On July 19, at Hemel Hempstead, the wife of Charles E. Grover, Esq., of a son.

IRVINE—On July 24, at New Peckham, Mrs. A. L. Irvine, jun., of a daughter.

ROUND—On July 22, at 19 Richmond-terrace, Westbourne-grove, the wife of O. S. Round, Esq., of Lincoln's-inn, of a daughter.

RUDGE—On July 27, at 4 Haddo-villas, Blackheath, the wife of Mr. W. J. Rudge, of a daughter.

MARRIAGES.

BROMEHEAD—LAKE—On July 24, at St. Pancras church, by the Rev. Alexander Crawford Bromehead, of Newbold, Jonathan Crawford Bromehead, of Old Broad-street, London, and of Highgate, Esq., to Ellen, second daughter of the late John Lake, of Lincoln's-inn, Esq.

BURWASH—WALLER—On July 22, at Dartford church, by the Rev. George John Blomfield, vicar, Edwin Augustus, third son of Mr. David Burwash, of Birchin-lane, and St. John's-villa, Hornsey, to Isabella Ward, second daughter of Mr. George Waller, of West-hill, Dartford.

FENWICK—LEWIS—On July 22, at the Church of St. Giles, Camberwell, Thornton Fenwick, Esq., late of Stockton-on-Tees, Solicitor, to Jane, third daughter of the late Mr. Stephen Gower Lewis, Sussex.

JEFFERY—PRATT—On May 13, at Christ Church, Melbourne, by the Rev. W. A. Guinness, George Abbott Jeffery, Esq., Solicitor, to Maria, eldest daughter of Mr. Charles Pratt, of Knightsbridge, Middlesex.

LAWRENCE—DAVIES—On July 28, at St. George's, Bloomsbury, by the Rev. Robert Bruce Kennard, rector of Marnhull, Dorset, brother-in-law of the bride, Philip Henry Lawrence, Esq., of 6 Lincoln's-inn-fields, to Margaret, eighth daughter of John Davies, Esq., of 18 Bloomsbury-square.

PRITCHARD—EDGAR—On July 28, at St. Luke's, Chelsea, by the Rev. W. Calvert, M. A., one of the minor canons of St. Paul's, Edward Fitzgerald Pritchard, Royal Marines (Light Infantry), sixth son of William Pritchard, Esq., of Doctors'-commons, and of the Cedars, Putney, to Lucy, elder surviving daughter of the late Josh. Edgar, Esq., of Weston-super-Mare, Somersetshire.

ROBINS—ALDRIDGE—On June 22, at St. George's, Bloomsbury, by the Rev. G. A. Robins, brother of the bridegroom, Julian, third son of the late George H. Robins, Esq., to Maria, second daughter of Joseph Aldridge, Esq., of Montague-place, Russell-square.

SCOTT—HAYNES—On July 24, at All Saints', Southampton, by the Rev. James H. Masters, John Scott, Esq., Solicitor, King William-street, City, to Eliza, second daughter of C. Haynes, Esq., Stockwell.

SMITH—WATSON—On July 22, at St. Mary's church, Shincliffe, by the Rev. J. Todd, Charles Ferguson Smith, of Durham, to Frances, eldest daughter of the late Mr. John Watson, Attorney, and niece of Mr. George Andrews, Bookseller, Durham.

DEATHS.

BLACKBURN—On July 24, at Moortown, near Leeds, Maria Theresa, wife of John Blackburn, Esq., Solicitor, and Coroner for the Borough of Leeds, and sister of Clarkson Stanfield, Esq., R.A.

CAIRNS—On July 22, at 70 Eaton-place, the infant son of the Solicitor-General and Lady Cairns, aged two days.

CLARK—On July 28, after a short illness, John Clark, Esq., of the Sessions-house, and South Hackney.

LINDSAY—On July 17, Nancy, wife of Ralph Lindsay, M.A., Solicitor, of Basinghall-st., and Biggin-lodge, Norwood, Surrey. aged 75.

ROUTLEDGE—On July 24, at Whirley-hall, York, Robert Routledge, Esq., formerly a Solicitor in the Temple, aged 78.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ANDERTON, JAMES FRANCIS, Gent., Haighton-house, near Preston, Lancashire, JAMES CROOKE, Clerk, Manchester, and JOACHIM ANDRADE, Solicitor, Liverpool, £2000 Consols.—Claimed by Rev. JAMES FISHER, executor of JAMES CROOKE, the survivor.

BALDING, RICHARD, Wharfinger, Aldermaston, Berkshire, £1500 Navy 5*l.* per Cents.—Claimed by WILLIAM CAVE, the surviving executor.

BANKS, MARY, Widow, Wakefield, Yorkshire, £4500 3½ per Cent. Reduced.—Claimed by ELIZABETH MARY BARNARD, Widow, sole executrix of HENRY GEE BARNARD, sole executor of MARY BANKS.

CHAPMAN, WALTER, Surgeon, Lower Tooting, Surrey, and MARY ANN CHAPMAN, wife of Charles Chapman, Surgeon, Lower Tooting, £25 New Three per Cents.—Claimed by WALTER CHAPMAN and MARY ANN CHAPMAN.

COOPER, WILLIAM, Tallow Chandler, New-street, Covent-garden, £1050 New 4*l.* per Cents.—Claimed by ISAAC SEWELL, the administrator.

HAINES, GEORGE, Wine Merchant, Kensington, £100 4*l.* per Cents., 1826.—Claimed by GEORGE HAINES, his sole executor.

JORDAN, SARAH, Widow, Finchley, Middlesex, and ROBERT YOUNG, Farmer, Hollwell, near Hatfield, £23 : 4 : 5 Consols.—Claimed by EDWARD JORDAN GRAEFF, surviving acting Executor of SARAH JORDAN, Widow.

JORDAN, SARAH, Widow, Finchley, HENRY BATEMAN, Gent., Staple-inn, and EDWARD JORDAN, Farmer, Finchley, £988 : 15 : 0 Consols.—Claimed by EDWARD JORDAN GRAEFF, surviving acting Executor of SARAH JORDAN, Widow, who was the survivor.

LLOYD, JOHN, Gent., Burton-crescent, and MAY LLOYD, his Wife, £4 per annum Long Annuities (exp. Jan. 5, 1860).—Claimed by MAY LLOYD, Widow, the survivor.

METRICK, MARY, Widow, Windsor, £300 Reduced.—Claimed by EDWARD METRICK, sole Executor.

WALTER, Right Hon. JAMES, Earl of Verulam, and Hon. DUNCOMBE PLEYDELL BOUVERIE, Clyffe-hall, Wiltshire, £112 : 6 : 6 Consols.—Claimed by Right Hon. JAMES WALTER, Earl of Verulam, the survivor.

WILKINS, ELIZABETH, Spinster, Lamb's Conduit-street, £50 Long Annuities.—Claimed by RALPH ALLEN FROGLEY, sole Executor.

WILLIAMSON, SARAH, Widow, Park-street, Grosvenor-square, £1255 New 3½ per cents.—Claimed by JAMES WILLIAMSON, one of the Executors.

Money Market.

CITY, Friday Evening.

The English funds have improved during the last three days, and although the advance in Consols since this day week does not exceed ¼ per cent., the opinion that further improvement is at hand gathers strength. The "Heather Bell," from Melbourne, has brought gold valued at £303,168, a large proportion of which has been taken to the Bank of England. The demand for the continent is on the decline, and circumstances make it appear probable that no material supply will be required for India and China for a considerable time to come. The drain of specie, chiefly silver, to the East amounted in the year 1856 to twelve millions and a half, and it increased in 1857 to seventeen millions. The amount has come down in the first six months of 1858 to three millions, and the demand at present is trifling. Large orders for British goods are confidently expected, both from India and China, to an extent, it is said, which will make it necessary to send silver to this country to balance the account.

From the Bank of England return for the week ending the 28th inst., it appears that the amount of notes in circulation is £20,409,255, being a decrease of £196,375, and the stock of bullion in both departments is £17,262,806, showing an increase of £49,869, when compared with the previous return. It appears by returns published in the *Bankers' Magazine*, combined with information derived from other quarters, that the total note circulation of the United Kingdom, on the 3rd July, 1858, amounted to £35,315,305; and compared with the month ending the 4th July, 1857, there is a decrease of £839,624.

A meeting of the proprietors of the City Bank was held on Tuesday. The half-yearly accounts show that a net profit of 16,591*l.* 10*s.* 6*d.* remains to be appropriated. A dividend at the rate of 5 per cent. per annum, and a bonus of 15*s.* per share on 6000 shares, absorbs £12,000. The sum of £2000 is added to the reserve fund, and the residue carried forward. The amount held by the Bank in Exchequer Bills, India Bonds, and cash in hand and at call, is 339,003*l.* 3*s.* 3*d.*

At a meeting of the Commercial Bank of London, the balance-sheet of the half-year ending the 30th of June last shows a net profit of 14,019*l.* 8*s.* The directors declare a dividend at the rate of 6 per cent. per annum, which amounts to £9000. The remainder is absorbed by rebate of interest, and a balance carried forward to next half-year. Cash in hand and at call, Exchequer Bills, India Bonds, and Consols held by the Bank, amount to 256,948*l.* 10*s.* 9*d.*

The returns of the Board of Trade for the month of June have been made public, and show an improvement in commercial affairs. The month of June in the last year was a period of great activity in the export of our manufactured goods, and in the import of raw materials. The amount of exports in the past month falls short of the corresponding month of 1857 by the sum of £389,407. This decrease is less than has been sustained in any previous month of the present year, and less than one-third of the average decrease of the preceding five months. In the importation of wheat and flour there is a large increase over the corresponding month of the last year. This fact, coupled with the present prospects of harvest, is quite sufficient to account for the downward tendency of the corn-market.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	226 5	225	225 7	225½ 6	226 4	225½ 6
3 per Cent. Red. Ann...	96⅝ ½	96½ ⅝ ½	96½ ⅝ ½	96½	96½ ⅝	96½ ⅝ ⅝
3 per Cent. Cons. Ann...	96½ 57	95½ ⅝	95½ ⅝ ½	95½ ⅝ ⅜	95½ ⅝ ⅝	96
New 3 per Cent. Ann...	96⅝ ⅜ ½	96½ ⅝ ½	96⅝ ½ 6	96½	96½ ⅝	96⅝ ⅝ ½
Five per Cent. Ann	..	115	..	115	114 115	..
Long Ann. (exp. Jan. 5, 1860)	..	1 7-16	1 11-16	..	1⅛	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	1⅛	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	18½	18½	18½	18½	18½	18½
India Stock.....	..	..	..	217	219	219½
India Loan Debentures..	..	99½	99⅝	99⅝	99½ ½	99½
India Scrip.....	..	..	..	..	99½ ½	..
India Bonds (£1,000) ..	..	19s p	..	..	19s p	15s p
Do. (under £1,000).....	15s p	..	..	..	..	15s p
Exch. Bills (£1000) Mar.	38s p	36s 39sp	36s p	35s 38sp	..	35s 38sp
Ditto June....	26s 23sp	23s 26sp	23s p	22s 25sp	22s p	22s 25sp
Exch. Bills (£500) Mar.	35s p	..	39s p	..	..	..
Ditto June....	23s 26sp	23s p	..	26s 22sp	25s p	26s 22sp
Exch. Bills (Small) Mar.	35s p	..	39s p	..	38s 35sp	..
Ditto June	23s 26sp	23s p	26s p	23s 26sp	22s 25sp	23s 26sp
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	101	100⅝ ⅝	..	100½	100⅝ ⅝

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	..	..	..	..	90	90
Caledonian.....	77⅛ 7	77 6⅝ 6	76⅝ 7	76⅝ ½	76⅝ 7	76⅝ ⅝
Chester and Holyhead..	..	38½	..	..	..	..
East Anglian	16½	16½ ½	..	16⅝ 16	..	16⅝ 16
Eastern Counties	62	62 1⅛ 2	61½ ⅞	61½ ½	61½ ⅞	61½ 2½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	91½	..	..	..	..
Edinburgh and Glasgow	..	63½	..	..	62⅝ 5	
Edin. Perth, and Dundee	..	..	25½	25½	..	25½ ½
Glasgow & South-Westn.	..	..	91 90½	..	..	..
Great Northern	102	102 ½	102½ 1½	102 ½	..	102 3½
Ditto A. Stock	84	..	83 2	80½	81	80½ 2½
Ditto B. Stock	131	..	131½	..	..	131½
Gt. South & West. (Ire.)	..	..	103½	103	..	103
Great Western	48⅛ 9	48⅛ 8⅝	49½ 9	49½ 9	49 8½	49½ 8⅝
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	..	91½ ½ ⅝	91½ ⅝	91½ ⅝ ½	91½ ½	91½ ½ ⅝
Lon. Brighton & S. Coast	..	109½ ½	109	109½ 10	..	109½ 10
London & North-Wstrn..	91½	91½ ⅝	91½ ⅝	91½ ⅝ ½	92 2½	91½ 2½
London & South-Westrn.	94½	94½ ½	94½ ½	94½ ½	..	94½ ½ 5
Man. Sheff. & Lincoln..	..	..	..	35 ¼ ¼	34½	35
Midland	92½ ⅝	92½ ½ ½	92½ ⅝ ⅝	92½ ⅝ ½	92½ ½	92½ 4½
Ditto Birm. & Derby	..	..	..	..	..	..
Norfolk	..	61½	..	..	..	61
North British	50	..	49¾ 50⅛	50½ ½	52 3 2½	50½ 3½
North-Eastern (Brwck.)	91½ 1	90½	91 90¾	91	91½	91 ⅝
Ditto Leeds	46 ⅝	..	46	46½	..	46⅛ 6 ⅝
Ditto York	..	72	72½ 1⅝	71⅝ 2	72½ ⅝	71⅝ 3⅝
North London	96⅛ 7	..	..	..	..	..
Oxford, Worc. & Wolver.	..	27½	..	..	27½	27½
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	26⅝	26½ ⅝	26½ ½	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Unipn	..	44⅞	..	..	..	45½
South Devon	..	..	..	..	..	..
South-Eastern	67½	67½	68	..	68½	68½ 9½
South Wales	80	..	..	..	..	..
Vale of Neath	..	..	97	..	..	..

Insurance Companies.

Last Quotation.

Equity and Law	6
English and Scottish Law Life	4
Law Fire	3½ ⅝ x d
Law Life	63 4
Law Reversionary Interest	19
Law Union	par
Legal and General Life	4⅞ 5 x d
London and Provincial Law	2½ x d
Solicitors' and General	par

Estate Exchange Report.

(For the week ending July 29, 1858.)

ERRATUM.—*In our Report of last week's Sales by* Messrs. Abbott & Wrigglesworth (p. 793, 1st col.), *for* Freehold Mansion, No. 26, St. James's-place, *read* No. 20.

At the Mart.—By Messrs. Davis & Vigers.

Leasehold Corner Shop, No. 1, Westbourne-grove, Bayswater; term, 80 years from June, 1855; ground-rent, £26 for the first 50½ years, £3: 12: 0 for residue of term; let at £160 per annum.—Sold for £1990.

Copyhold Residence, Tottenham-green, Middlesex; let at £52: 10: 0 per annum.—Sold for £550.

Leasehold House and Shop, No. 5, Hamilton-terrace, Highburr: term, 95 years from 24th June, 1852; ground-rent, £8: 8: 0; let at £48: 14: 0 per annum.—Sold for £485.

Freehold Corner Plot of Building Land, Cornwall-road, leading to Clapham Park; frontage, 72 feet, depth, 60 feet.—Sold for £145.

Freehold Plot of Building Land, Frederick-street, adjoining the above; frontage, 68 feet, depth, 80 feet.—Sold for £90.

Freehold Plot of Building Ground, adjoining the above; frontage, 68 feet, depth, 67 feet.—Sold for £65.

Freehold, Two Plots of Building Land, Allington-street.—Sold for £70 each.

By Messrs. Rushworth & Jarvis.

Leasehold Corner House and Shop, No. 22, Henry-street, Hampstead-road; term, 91 years from September, 1795; ground-rent, £1: 14: 6; producing £62 per annum.—Sold for £160.

By Messrs. Peter Broad & Pritchard.

Freehold Premises, part of No. 15, White Lion-street, Norton Folgate; let at £120 per annum.—Sold for £1830.

Freehold Residence, 18, New Steine, Brighton; let at £105 per annum.—Sold for £1580.

Freehold, "The Crown and Sceptre" Hotel, Greenwich; let at £100 per annum.—Sold for £1490.

Copyhold, Tallow-chandler's Shop and Factory; also, Two other Houses and Shops, near the Red Lion Inn, Hampton, Middlesex; let at £100 per annum.—Sold for £1650.

Leasehold Residences, Nos. 3 & 4, Upper Fitzroy-pl., Mary-st., Hampstead-road; also, Nos. 17 & 18, Fitzroy-row; term, 28½ years from Lady Day, 1858; ground-rent, £5; producing £70 per annum.—Sold for £860.

Leasehold Cottage on the high road between Woolwich and Plumstead Common; term, 99 years from 25th December, 1841; ground-rent, £3: 6: 8; let at 19 guineas per annum.—Sold for £150.

By Mr. Elgood.

Leasehold, No. 15, Upper Wimpole-street; held for 27 years, at a ground-rent of £19: 5: 0.—Sold for £1160.

Leasehold Coach-house and Stables, No. 8, Great Cumberland Mews; held for 30 years, at a peppercorn.—Sold for £290.

Freehold and Copyhold, No. 1, Linden-place, High-street, Notting-hill; let at £50 per annum.—Sold for £640.

Leasehold, 5, Bridport-street, Blandford-square; held for 83 years, at £6 per annum; let at £40 per annum.—Sold for £390.

Leasehold, 6, Delamere-crescent, Westbourne-terrace; held for 97 years, at £8: 8: 0 per annum; let at £50 per annum.—Sold for £300.

At Garraway's.—By Mr. Daniel Cronin.—*July* 20.

Lease and Goodwill of the "Ivy House" Public-house, Hoxton; also, Two Residences adjoining; let at £46: 16: 0 per annum; the whole held for 25 years from Michaelmas last, at £102: 12: 0 per annum.—Sold for £4550.

Freehold, the "George" Public-house, 9, Great Queen-street, Lincoln's-inn-fields; let on lease for 27 years from Lady-day, 1857, at the rent of £60 per annum.—Sold for £1320.

At the Mart.—By Messrs. Beadel & Sons.

Copyhold House and Shop, No. 56, Mount-street, Lambeth; let at £60 per annum.—Sold for £960.

Copyhold House and Shop, No. 60, Mount-street, Lambeth; let on lease at £97 per annum.—Sold for £1440.

Copyhold House and Shop, No. 62, Mount-street, Lambeth; let on lease at £86 per annum.—Sold for £1200.

By Messrs. Foster.

Leasehold Cottage Residence, No. 2, Portland Villas, New Richmond-road, Old Brompton; term, 99 years from Midsummer, 1845; ground-rent, £6; let at £25 per annum.—Sold for £230.

By Mr. Arber.

The Court Lodge Estate, Mountfield, Battle and Brightling, Sussex. Freehold Mansion, Two Cottage Residences, and 2000 acres of Land; also, the Manor of Mountfield, with Rights, Quit-rents, &c.—Sold for £60,150.

By Messrs. John Dawson & Son.

Freehold, Pot Ash Farm, Tring & Puttenham, Herts. Farm-house and Buildings, and 140A. 3R. 35P.; land let at £210 per annum.—Sold for £5,900.

Leasehold, No. 6, Old Fish-street, City; term, 28½ years from Midsummer, 1858, at £137: 10: 0 per annum; estimated annual value, £480.—Sold for £1680.

By Mr. Edward Lumley.

Freehold Business Premises, No. 28, High-street, Whitechapel; estimated value, £160 per annum.—Sold for £2300.

Freehold Residence, No. 8, the Circus, Greenwich; let at £52: 10: 0 per annum.—Sold for £700.

The Lease of Business Premises, No. 92, High-street, Shoreditch; held for 21 years from September, 1850, at £60 per annum.—Sold for £25.

By Messrs. Cobb.

The Absolute Reversion to One-fifth Share of Sums amounting to £10,252: 9: 6; also, to One-sixth of a Fifth Share in the same funds, expectant on the death of a married lady, aged 72.—Sold for £1610.

By Mr. Towers.

Leasehold Residence, 2, Norland-square, Notting-hill; term, 99 years from Christmas, 1841; ground-rent, £20; estimated value, £70 per annum.—Sold for £375.

At Garraway's.—By Messrs. Farebrother, Clark, & Lye.

Freehold, the Manor of Hyde; also, Hyde Farm, Abbot's Langley, Herts; Farm-house, Agricultural Buildings, and about 294 acres of Arable, Meadow, and Wood Land; let at £270 per annum.—Sold for £12,720.

Freehold, Napsbury Farm, Colney, Herts; Good Residence, Gardens, Stabling, Agricultural Buildings, together with nearly 420 acres of Arable, Pasture, and Meadow Land; let at £350 per annum.—Sold for £12,000.

Leasehold Private Residence, No. 2, Phillimore-terrace, Kensington; term, 82 years from Christmas, 1857; ground-rent, £6: 10: 0; let at £45 per annum.—Sold for £350.

Leasehold, No. 3, Phillimore-terrace; same term, &c.—Sold for £355.
" No. 4, " " " £350.
" No. 10, " " " £345.

By Messrs. Debenham, Storr, & Sons.

Leasehold House and Shop, No. 58, Park-street, Camden-town; held for 49 years at £3: 15: 0; let at £45 per annum.—Sold for £635.

Leasehold House, No. 7, Perry-street, King's-cross; term, 28 years unexpired; ground-rent, 10s.; let at £21 per annum.—Sold for £180.

Leasehold Villa Residence, No. 11, Limes Villas, Lewisham; term, 75 years; ground-rent, £7; let at £60 per annum.—Sold for £540.

Leasehold Residences, Nos. 2 & 4, Cedar-road, Fulham; term, 97 years from Christmas, 1853; ground-rent, £15; let at £42 per annum.—Sold for £235.

Leasehold Residences, Nos. 10 & 12, Cedar-road; same term and ground-rents; let at £40: 19: 0 per annum.—Sold for £335.

At the Mart.—By Mr. Lerew.

Leasehold Residences, Nos. 19, 20, 21, Bath-place, William-street, Caledonian-road, Islington; term, 99 years from 25th March, 1843; ground-rent, £18; producing £75: 12: 0 per annum.—Sold for £335.

Leasehold Residence, 73, Gloucester-place, Kentish-town; term, 93½ years from June, 1843; ground-rent, £4: 1: 0; let at £32 per annum.—Sold for £320.

By Messrs. Bond & Son.

Leasehold Residences, Nos. 9, 10, 11, Barclay-street, Somer's-town; term, 46 years from Christmas last; ground-rent, £3 per house; let at £22 each per annum.—Sold for £220, £225, and £210 respectively.

By Mr. Moxon.

Leasehold House, No. 7, Aske-terrace, Hoxton; term, 5 years unexpired; ground-rent, £5: 5: 0; let at £28 per annum.—Sold for £50.

By Mr. Marsh.

Leasehold House and Shop, No. 42, Waterloo-road; term, 66 years from Christmas, 1825; ground-rent, £20; let on lease at £70 per annum.—Sold for £480.

Leasehold Dwelling-houses, Nos. 3, 4, 22, 23, & 24, Tilley-street, and No. 22, Shepherd-street, Spitalfields; term, 56½ years from Christmas, 1822; ground-rent, £18; let at £119: 12: 0 per annum.—Sold for £380.

Leasehold Residence, No. 2, Ridgmount-terrace, Highgate; term, 98 years from Lady-day, 1858; ground-rent, £10; estimated annual value, £55.—Sold for £500.

Copyhold Dwelling-house and Premises, No. 7, Morning-lane, Hackney; let on lease at £17 per annum.—Sold for £280.

Copyhold Dwelling-houses, Nos. 3, 4, 5, & 6, Morning-lane, Hackney; let on lease at £40 per annum.—Sold for £465.

Copyhold Wheelwright's Shop and Two Rooms over; let at £12 per annum.—Sold for £140.

Copyhold Dwelling-house in the rear of Elm Cottage, Jerusalem-square; let at £22 per annum.—Sold for £200.

London Gazettes.

Commissioner to administer Oaths in Chancery.

Friday, *July* 30, 1858.

Armstrong, George Walford, Gent., Norwood, Surrey. *July* 7.

Bankrupts.

Tuesday, *July* 27, 1858.

Binns, Thomas, Iron Merchant, Deighton, near Huddersfield, and of Thornhill Lees, near Dewsbury. *Com.* West: Aug. 13 and Sept. 3, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Bond & Barwick, Leeds. *Pet.* July 24.

Longworth, Thomas, Draper, Staveley, Derbyshire. *Com.* West; Aug. 7 and Sept. 11, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Cutts, Chesterfield; or Smith & Burdekin, Sheffield. *Pet.* July 21.

Lyde, Edward, & Phillip Stone, Warehousemen, Bristol. *Com.* Hill: Aug. 9 and Sept. 13, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Ashurst, Son, & Morris, Old Jewry; or Bevan & Girling, Bristol. *Pet.* July 17.

Mudge, Parmenas Pearce, Professor of Music, and Farmer, 3 Mount Radford-terr., St. Leonard, Devon, also of Trelake Farm, Whitestone, Devon. *Com.* Bere: Aug. 5 & 30, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sol.* Fryer, St. Thomas, Exeter. *Pet.* July 24.

Palmer, Cornelius Bowe, Innkeeper, Aberdare, Glamorganshire. *Com.* Hill: Aug. 10 and Sept. 13, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Brittan & Sons, Bristol. *Pet.* July 17.

Stratford, Thomas, Butcher, Birmingham. *Com.* Balguy: Aug. 7 & 28, at 11.30; Birmingham. *Off. Ass.* Whitmore. *Sol.* East, Birmingham. *Pet.* July 23.

Tatham, Henry, Gun Maker, 37 Charing-cross. *Com.* Goulburn: Aug. 9, at 11; and Sept. 13, at 12; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Lewrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* July 23.

Widdowson, David, Lace Manufacturer, Chaucer-st., Nottingham. *Com.* Balguy: Aug. 10 & 26, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sol.* Hunt, Nottingham. *Pet.* July 24.

FRIDAY, *July* 30, 1858.

BUSBY, ROBERT, Builder, late of Birmingham, now a prisoner for debt in Warwick Gaol. *Com.* Balguy: Aug. 12 and Sept. 9, at 11.30; Birmingham. *Off. Ass.* Whitmore, *Sol.* King, 34 Cannon-st., Birmingham. *Pet.* July 17.

CARTER, CHARLES, Sack & Coal Merchant, 30 Terrace, Tower-hill. *Com.* Fane: Aug. 12, at 1; and Sept. 9, at 11.30; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Bousfield, 14A Philpot-lane, Eastcheap. *Pet.* July 17.

CHESTERMAN, EDWIN, Builder, Banbury. *Com.* Goulburn: Aug. 11 and Sept. 13, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 7 Walbrook, London. *Pet.* July 29.

COURTEEN, HENRY, Innkeeper & Builder, Park-end, Westdean, Gloucestershire. *Com.* Hill: Aug. 10 and Sept. 13, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Bevan & Girling, Bristol. *Pet.* July 24.

FLETCHER, HENRY, Woollen Cloth Manufacturer, Painswick, Gloucestershire. *Com.* Hill: Aug. 10 and Sept. 13, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Freston, Stroud; or Bevan, Bristol.

JESSOP, CHARLES HALE, Seedsman, St. James's-sq., Cheltenham. *Com.* Hill: Aug. 10 and Sept. 13, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Marshall, Cheltenham. *Pet.* July 21.

JOHNS, DAVID, Grocer, Shrewsbury. *Com.* Balguy: Aug. 11 & 30, at 11.30; Birmingham. *Off. Ass.* Kinnear. *Sols.* Teece & Corser, Shrewsbury; or Reece, Birmingham. *Pet.* July 26.

LEAR, THOMAS, Extractor, Cross Banks, Batley, Yorkshire. *Com.* Ayrton: Aug. 13 and Sept. 10, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Hellawell, Huddersfield; or Cariss & Cudworth, Leeds. *Pet.* July 20.

NICHOLLS, JAMES, Watch Maker & Jeweller, Redruth, Cornwall. *Com.* Bere: Aug. 11 and Sept. 16, at 1; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Peter, Redruth; or Stogdon, Exeter. *Pet.* July 27.

PARKER, GEORGE, (J. Parker & Sons), Copper Merchant, Kingston-upon-Hull. *Com.* Ayrton: Aug. 18 and Sept. 15, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Stamp & Jackson, Kingston-upon-Hull. *Pet.* July 15.

PEARCE, WILLIAM, & LEWIS PEARCE, Coach Makers, Salisbury. *Com.* Fane: Aug. 13, at 12; and Sept. 10, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Gregory, Skirrow, & Rowcliffe, 1 Bedford-row; or Squarey & Whatman, Salisbury. *Pet.* July 29.

ROGERS, JOHN (John Rogers & Co.), Ship Brokers & Coal Merchants, Newport, Monmouthshire. *Com.* Hill: Aug. 10 and Sept. 14, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Bristol. *Pet.* July 27.

SCHEURMANN, GUSTAV, Music Seller & Publisher, 86 Newgate-st. *Com.* Fane: Aug. 12, at 11.30; and Sept. 10, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Nicholson, 48 Lime-st. *Pet.* July 28.

SIMON, EDWARD, Wine Merchant, late of 24 South-st., Brompton, and 37 & 38 Mark-lane; now a Prisoner in the Debtor's Prison, Whitecross-st. *Com.* Fane: Aug. 12, at 12.30; and Sept. 10, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Gunn, 199 Sloane-st. *Pet.* July 27.

THUMWOOD, THOMAS, Innkeeper, late of Bush-inn, Farnham, Surrey, now of the Queen's Prison. *Com.* Fane: Aug. 12, at 11.30; and Sept. 7, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Dalton, 3 Bucklersbury. *Pet.* July 27.

VINCENT, SAMUEL, Butcher & Cattle Salesman, Long Sutton, Lincolnshire. *Com.* Balguy: Aug. 12 & 31, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Copeman, Holbeach, Lincolnshire; or Bowley & Ashwell, Nottingham. *Pet.* July 27.

WILLSON, CHARLES FREDERICK, Grocer, 14 Minster-st., Reading. *Com.* Goulburn: Aug. 11, at 1; and Sept. 13, at 2; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Riches, 34 Coleman-st. *Pet.* July 29.

BANKRUPTCY ANNULLED.

TUESDAY, *July* 27, 1858.

WALL, JOHN, Carpenter, Southport, Lancashire.—July 17.

MEETINGS.

TUESDAY, *July* 27, 1858.

ARMSTRONG, JOHN, Earthenware Manufacturer, South Shields. *Last Ex.* (*by adj.* from July 21) Aug. 10, at 1; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

BENNETT, GEORGE, Outfitter, 100 Whitechapel. *Div.* Sept. 1, at 12; Basinghall-st. *Com.* Holroyd.

HEWITSON, JOHN, Mathematical Instrument Maker, Newcastle-upon-Tyne. *Last Ex.* (*by adj.* from July 15) Aug. 10, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

LUMSDON, JAMES, & WILLIAM LUMSDON, Chain & Anchor Manufacturers, South Shields (Lumsdon & Sons). *Last Ex.* (*by adj.* from June 30) Aug. 9, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

ROBINSON, GEORGE, Builder & Carpenter, West Hartlepool, Durham. *Last Ex.* (*by adj.* from July 20) Aug. 10, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

SEATON, RICHARD, Draper, late of Birmingham, now a prisoner for debt in Warwick Gaol. *Last Ex.* (*from adj.* sine die) Aug. 7, at 11.30; Birmingham. *Com.* Balguy.

TODD, ANTHONY MADDISON, Merchant, 28 Clement's-lane, Lombard-st. *Div.* Sept. 1, at 1; Basinghall-st. *Com.* Holroyd.

FRIDAY, *July* 30, 1858.

BARNES, JOHN, Builder, Dorchester, *Last Ex.* Aug. 11, at 1; Queen-st., Exeter. *Com.* Bere.

CATLIN, RICHARD, Plumber, late of High Cross-st., Leicester, now in Whitecross-st. Prison. *Last Ex.* Aug. 10, at 10.30; Birmingham. *Com.* Balguy.

CROSSLEY, WILLIAM, & GEORGE CROSSLEY, Cotton Spinners, Elland, Yorkshire. *Div.* Aug. 20, at 11; Commercial-bldgs, Leeds. *Com.* West.

FEARNLEY, JOSHUA, & JOSEPH FEARNLEY, Silk Dressers, Brighouse, Yorkshire. *Div.* Aug. 20, at 11; Commercial-bldgs., Leeds. *Com.* West.

HARRISON, JOHN, Licensed Victualler, 126 Dale-st., Liverpool. *Div.* Aug. 23, at 11; Liverpool. *Com.* Perry.

JONES, PHILIP, Flannel Manufacturer, Newtown, Montgomeryshire. *Div.* Aug. 23, at 11; Liverpool. *Com.* Perry.

LANGMAN, FREDERICK, Wholesale Druggist, Wolverhampton. *Div.* Aug. 19, at 11.30; Birmingham. *Com.* Balguy.

SHAW, JAMES, Grocer, Southover, near Lewes, Sussex. *Last Ex.* Aug. 11, at 12; Basinghall-st. *Com.* Goulburn.

SPENCE, JAMES GRAY, Miller & Ship Owner, North Shields. *Last Ex.* (*by adj.* from July 8) Aug. 12, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison.

STEES, JOSEPH, & EDWARD STEES, Silk Dressers, Golcar, Huddersfield. *Div.* Aug. 20, at 11; Commercial-bldgs., Leeds. *Com.* West.

TIMBERS, SAMUEL PEACOCK, Grocer, Great Yarmouth. *Div.* Aug. 20, at 12; Com. Fane.

TOPHAM, CHRISTOPHER, & TIMOTHY TOPHAM, Dyers, Wakefield. *Div.* Aug. 20, at 11; Commercial-bldgs., Leeds. *Com.* West.

DIVIDENDS.

TUESDAY, *July* 27, 1858.

AULTON, WILLIAM, & JOHN SANDERSON BUTLER, Lace Manufacturers, Nottingham. First, 10s., sep. est. J. S. Butler. *Harris*, Middle-pavement, Nottingham; July 26, or three following Mondays, 11 to 3.

BARKER, CHARLES THEODORE, Haberdasher, Raley House, Moore-ter., New Peckham. First, 1s. 5d. *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4.

BRICKWOOD, JOHN, sen., JOHN BRICKWOOD, jun., JOHN RAINIER, WILLIAM MORGAN, & JOSEPH STARKEY, Bankers, Lombard-st. Final, 1d. *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

M'EACHEN, MALCOLM. First, 3s. 10½d. *Morgan*, 12 Cook-st., Liverpool; Aug. 4, 11 to 2.

MARRIS, THOMAS, & RICHARD NICHOLSON, Bankers, Barton-upon-Humber, and Stamford Briggs, Lincolnshire. Fifth, 1s. 9½d. *Graham*, 25 Coleman-st.; July 29, or the following Thursday, 11 to 2, or any Thursday after Oct. 6.

MARSHALL, JOHN, Coal Merchant, Reading and elsewhere, carrying on business under style of Great Western Coal Company. Second, 8d. *Whitmore*, 2 Basinghall-st.; any Wednesday, 11 to 3.

MEE, WILLIAM, Manufacturer of Plain and Fancy Hosiery, Leicester. Second, 1½d. *Harris*, Middle-pavement, Nottingham; July 26, and three following Mondays, 11 to 3.

PLUMBE, JOHN. Second, 7d. *Morgan*, 12 Cook-st., Liverpool; Aug. 4, 11 to 2.

ROBINSON, THOMAS, Ironmonger, Manchester. First, 5s. 9½d. *Fraser*, 45 George-st., Manchester; Aug. 3, or any Tuesday after Oct. 4, 11 to 1.

SAVAGE, GEORGE, & JOHN LEES, Bleachers, Mansfield, Notts. First, 4s. *Harris*, Middle-pavement, Nottingham; July 26, and three following Mondays, 11 to 3.

STRANGE, WILLIAM COPELAND, Bricklayer, Henley-on-Thames. First, 2s. 6d. *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

WILKINS, GEORGE, Baker, Portsea, Hants. First, 11d. *Stansfeld*, 10 Basinghall-st.; any Thursday before Aug. 7, or after Oct. 4, 11 to 2.

FRIDAY, *July* 30, 1858.

ABBEY, FRANCIS FRYER, Woollen Manufacturer, Huddersfield. First, 2s. 3d. *Hope*, Park-row, Leeds; any day before Aug. 4, 10 to 12.

ADAM, WILLIAM, Merchant, 34 Great Tower-st., also Underwriter, of Lloyd's. Fourth, 1s. 6d. *Cannan*, 18 Aldermanbury; Monday next, or any Monday after Oct. 7, 11 to 3.

ALLEN, STEPHEN, & HENRY JONAS SMITH, Merchants, Mark-lane-chambers, Mark-lane. First, 6s. 8d. *Cannan*, 18 Aldermanbury; Monday next, or any Monday after Oct. 7, 11 to 3.

BROWN, HENRY, Ship Owner, North Shields. First, 3s. 10d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

BROWN, MATTHEW, & Co., Woolstaplers, Bradford. First, 9½d. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

COCKCROFT, CHATBURN, Picker Maker, Stansfield, Halifax. First, 4s. 7d. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

ENGLAND, RICHARD, Manufacturer, Wilsden, near Bradford. First, 1s. 1½d. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

FRANCE, JAMES, Woollen Cloth Manufacturer, Broomhill, in Cartworth, Kirkburton. First 2s. 2d. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

GREENWOOD, JOHN, Chemist & Druggist, Dewsbury. First, 2s. 8½d. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

KIRKUP, LANCELOT, Iron Ship Builder, Newcastle-upon-Tyne. First, 1s. 6d. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6; or any Saturday after Oct. 5, 10 to 3.

NORBURY, THOMAS, & RICHARD BINDLOSS, Silk Manufacturers, Manchester. Third, 1½d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

PIPER, JOSEPH, Furnishing Ironmonger, 92 High-st., and 4 Spencer-st., Shoreditch. Second, 11d. *Cannan*, 18 Aldermanbury; Monday next, or any Monday after Oct. 7, 11 to 3.

PORTER, JOSEPH, Screw Bolt Manufacturer, Salford. First, 2s. 3d. *Fraser*, 45 George-st., Manchester; any Tuesday, 11 to 1.

SEAL, NEPTUNE, & JOHN SEAL, Hat Manufacturers, Denton, Lancashire. First, 8s. 11½d. *Hernaman*, 69 Princess-st., Manchester; on Tuesday next, or any Tuesday after Oct. 4, 10 to 1.

TAYLOR, HENRY, Linen Manufacturer, Barnsley. *Final Div.* (sep. est.) 20s on new proofs. *Hope*, 1 South-parade, Park-row, Leeds; any day before Aug. 4, 10 to 12.

THOMPSON, WILLIAM, Power Loom Cloth Manufacturer, Over Darwen. First, 2s. 8½d. *Hernaman*, 69 Princess-st., Manchester; Tuesday next, or any Tuesday after Oct. 4, 10 to 1.

VEITCH, ANDREW, Music Seller, Newcastle-upon-Tyne. Second, 9d., in addition to 3s. 6d. previously declared. *Baker*, Royal-arcade, Newcastle-upon-Tyne; any day before Aug. 6, or any Saturday after Oct. 5, 10 to 3.

WILSON, JAMES, & COLIN M'CALMAN (Wilson, Brown, & Co.), Ship Chandlers, Liverpool, and at Prince Edward's Island. Div. 20s. sep. est. of C. M'Calman. *Turner*, 53 South John-st., Liverpool; any Wednesday, except between Aug. 7 and Oct. 4, 11 to 2.

CERTIFICATES

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting,*

TUESDAY, *July* 27, 1858

BEARD, JAMES, & EDWARD THOMAS, Common Brewers, Cardiff, Glamorganshire, and Bideford, Devon; on applcn. of each. Aug. 17, at 11; Bristol.

BIRCH, ROBERT, Common Brewer, Burgh-in-the-Marsh, Lincolnshire. Oct. 13, at 12; Town-hall, Kingston-upon-Hull.

COTTON, WILLIAM, Beer Retailer, Bear-st., Leicester-sq. Aug. 18, at 2; Basinghall-st.

CROSS, JAMES LAIDLAW, Insurance Broker, Liverpool. Aug. 17, at 11; Liverpool.

GRAY, ALEXANDER GEORGE (trading under style of Gray & Crow), Alkali Manufacturer, Friars Goose Alkali Works, Gateshead, Durham. Aug. 18, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

GROSSMITH, CHARLES, Perfumer, 135 Strand, carrying on business in co-partnership with George Tate (Charles Grossmith & Co.) Aug. 18, at 1; Basinghall-st.

JAMIESON, JOHN, Sail Cloth Dealer and Sack Maker, 13 Bishopsgate-st. Without. Aug. 19, at 1.30; Basinghall-st.

MORGAN, EVAN, jun., Draper, Tonyrafail, near Pontypridd, Glamorganshire. Aug. 31, at 11; Bristol.

SHERBORN, HENRY CHARLES, Grocer, Odiham, co. Southampton. Aug. 18, at 12; Basinghall-st.

STERN, EDWARD OTTO, & HENRY DALWAY WHITCHURCH BALDWIN, Merchants, Newcastle-upon-Tyne. Aug. 19, at 12; Royal-arcade, Newcastle-upon-Tyne; on applon. of H. D. W. Baldwin.

FRIDAY, *July* 30, 1858.

BAYLEY, GEORGE CHEETHAM, & JAMES BAYLEY, Cotton Spinners, Staleybridge, Cheshire; on applon of J. Bayley. Aug. 26, at 12; Manchester.

POWELL, CHARLES, Cheesemonger, 69 Leather-lane, Holborn. Aug. 20, at 11; Basinghall-st.

WILKINSON, HENRY, Card Maker, Newton Moor, near Hyde, Cheshire. Aug. 20, at 11; Manchester.

WILMAN, EDWARD, Currier, Dewsbury. Oct. 25, at 11; Commercial-bldgs., Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *July* 27, 1858.

ATKINSON, HENRY WILLIAM, & THOMAS WILLIAM KING, Builders, Sutherland-gardens, Maida-vale, Paddington. July 22, 2nd class.

HARRISON, WILLIAM, Ship Chandler, North Shields. July 8, 3rd class.

HILL, JOHN, Plumber & Glazier, High-st., Evesham, Worcestershire. July 26, 2nd class.

HULBERT, MARTHA, Parchment Manufacturer, Caversham, Oxon. July 22, 1st class.

MEEKS, JOHN, Upholsterer, Leamington Priors, Warwickshire. July 26, 1st class.

SHARPLES, JAMES, Beerseller, late of Phillips-park-inn, Bradford-rd., Manchester. July 21, 3rd class; after a suspension of 2 mos.

TUSTIN, JOHN, jun., Shoemaker, Broadway, Worcestershire. July 26, 2nd class.

WALBURN, RICHARD, Grocer, Howdon, near Crook, Durham. July 7, 3rd class.

FRIDAY, *July* 30, 1858.

CALLOW, JOSEPH, Ribbon and Trimming Manufacturer, Coventry. July 23, 2nd class.

CATER, WILLIAM, Maltster, Ware. July 23, 3rd class.

HENRIQUES, JOHN DANIEL, Tea Dealer, 13 Park-ter., Park-rd., Regent's-park July 19, 3rd class; to be suspended for 6 mos. from April 29 last.

MARTIN, JAMES, & EDWIN MARKWICK, Surveyors, Upper North-st., and Round-hill-pk., Brighton. July 19, 2nd class, to E. Markwick.

PELLS, JOHN, Corn & Coal Merchant, Elmswell, Suffolk. July 17, 3rd class; to be suspended for 1 mo.

SCRAGGS, EDWARD JOHN, Plumber, East Dereham, Norfolk. July 19, 2nd class.

SEDDON, JOHN, Shipwright, Liverpool. July 22, 2nd class.

WHITTINGHAM, JOSEPH, Boot & Shoe Maker, Liverpool. July 22, 3rd class, subject to a suspension of 6 mos.

WORSLEY, THOMAS, Cotton Spinner, Cat Clough Baxenden, Lancashire. July 23, 3rd class.

Professional Partnership Dissolved.

FRIDAY, *July* 30, 1858.

GREENHILL, CHARLES POPE, & LEWIS HAND (Philpot, Greenhill, & Hand), Attorneys-at-Law & Solicitors, 49 Gracechurch-st.; by mutual consent. July 19.

Assignments for Benefit of Creditors.

TUESDAY, *July* 27, 1858.

BAXTER, ABRAM, Tailor, 5 Great Francis-st., Birmingham. July 2. *Trustees*, J. Sutton, Woollen Merchant, Stroud, Gloucestershire; S. Shirley, Woollen Merchant, Manchester. Creditors to execute before Oct. 2. *Sol.* Bridges, 17 Temple-st., Birmingham.

FLETCHER, JOSEPH, Spindle Maker, Blackburn, Lancashire. July 20. *Trustees*, S. Littlewood, Ironfounder, Blackburn; E. Potts, Draper, Bury. *Sols.* T. & R. C. Radcliffe, 25 Clayton-st., Blackburn.

PEARSON, GEORGE, Boot & Shoe Maker, 3 Arabella-row, Pimlico. July 13. *Trustees*, J. George & E. Lutwyche, Wholesale Leather Dressers, 4 & 5 Skinner-st., Snow-hill. *Sol.* Scott, 4 Skinner-st., Snow-hill.

SMITH, ELIZABETH, Brick & Tile Manufacturer, Conisborough. July 3. *Trustees*, I. Howson, Grocer, Conisborough; J. Stables, Farmer, Moorhouse. Creditors to execute before Oct. 3. *Sol.* Marratt, French-gate, Doncaster.

SPEIGHT, JOHN HILL, Bricklayer, Wakefield. July 7. *Trustees*, J. Ward, Timber Merchant, Wakefield; T. Howden, Ironfounder, Wakefield. Creditors to execute on or before Aug. 20. *Sol.* Barratt, King-st., Wakefield.

FRIDAY, *July* 30, 1858.

BONSOR, WILLIAM, Brick Maker, Naseby, Northamptonshire. July 8. *Trustees*, B. Smeaton, Grocer, Clipstone, Northamptonshire; J. Andrew, Baker, Naseby. *Sols.* Andrews & Buswell, Market Harborough.

MOORE, THOMAS, Innkeeper, Commercial-inn, Southshore, Blackpool, Lancashire. June 30. *Trustees*, Matthew Brown, Brewer, Preston; T. Breakell, Spirit Merchant, Preston; T. Butcher, Receiver, Lytham, Lancashire. *Sols.* Cattley, Preston.

PRESTON, JOHN, Watch Maker, Spalding, Lincolnshire. July 19. *Trustees*, J. Clarke, Accountant, Spalding; W. Sharman, jun., Builder, Spalding. Creditors to execute before Sept. 19. *Sols.* Harvey & Cartwright, Spalding.

WARD, WILLIAM, Clock & Watch Maker & Eating-house Keeper, 1 Market-pl., and Bethlehem-st., Great Grimsby. July 21. *Trustees*, J. Brown, Builder, Victoria-st. West, and Pasture-st., Great Grimsby; W. Genney, Ironmonger, 3 Market-pl., Great Grimsby; W. Lowe, Watch Manufacturer, Jordan Well, Coventry. *Sol.* Veal, Flotter-gate, and Victoria-st. West, Great Grimsby.

Creditors under Estates in Chancery.

TUESDAY, *July* 27, 1858.

BRODER, WILLIAM, Esq., 1 St. James's-ter., Regent's-park (who died in Mar. 1856). Morgan *v.* Broder, V. C. Wood. *Last Day for Proof*, Nov. 5.

STRANGE, JOHN HOLDER, Woollen Draper, 8 Park-pl., Highbury, and 13 Newgate-st. (who died in Sept., 1855). Manning *v.* Strange, V. C. Kindersley. *Last Day for Proof*, Nov. 3.

WHEELER, WILLIAM, Gent., Trafalgar-ter., Greenwich (who died in July, 1851). Craig *v.* Wheeler, V. C. Kindersley. *Last Day for Proof*, Nov. 6.

FRIDAY, *July* 30, 1858.

CARNE, JOSEPH, jun., Merchant, Falmouth (who died on Feb. 8, 1857). Re Carne's, jun., Estate, Trethowan *v.* Carne, M. R. *Last day for Proof*, Nov. 16.

CHAUNCY, NATHANIEL SNELL, Wilson-st., Finsbury (who died in June, 1856). Chauncy *v.* Chauncy, M. R. *Last Day for Proof*, Nov. 10.

DAVIES, WILLIAM, Surgeon, Well-st., Hackney (who died in Feb., 1857). Rose *v.* Turtle, sen., V. C. Stuart. *Last Day for Proof*, Nov. 1.

OGILVIE, ANNE, Widow of the late Major-General Ogilvie, 39 Harewood-sq., Regent's-park, and of Garthmellio, Denbighshire (who died in Nov., 1857). Hodges *v.* Stuart, V. C. Stuart. *Last Day for Proof*, Nov. 15.

THOMPSON, GRACE, Spinster, York (who died in April, 1843). Life Association of Scotland *v.* Siddall, V. C. Stuart. *Last Day for Proof*, Nov. 2, for claimants in respect of £6300 and int., secured by bond, dated Nov. 11, 1807.

WALKER, THOMAS, Licensed Victualler, Warrington (who died in May, 1849). Fairhurst *v.* Heisby. *Last Day for Proof*, Aug. 24, at office of District Registrar of Court of Chancery of co. palatine of Lancaster, 6 Camden-pl., Preston.

WRIGHT, CAROLINE, Widow, late of Sir Isaac Newton Public-house, Nassau-st., Middlesex-hospital (who died in Feb., 1857). Re Wright's Estate, Wright *v.* Weston, M. R. *Last Day for Proof*, Oct. 29.

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *July* 27, 1858.

LONDON, BIRMINGHAM, AND BUCKINGHAMSHIRE RAILWAY COMPANY.—Master Richards, on July 12, peremptorily ordered that one call be made on all the contributories of this Company of £293 3s., to meet the debts due from this Company (other than such as are due to Messrs. Dayrell & Lowndes), and the costs incurred in winding up the same, and be paid on August 4, at 12, to the Official Manager, at his offices, 13 Gresham-st. London.

SHIPOWNERS' TOWING COMPANY.—V. C. Kindersley will, on Aug. 6, at 1, at his chambers, proceed to make a call of £2 10s. per share on the persons settled on the list of contributories of this Company.

FRIDAY, *July* 30, 1858.

ESGAIR MWYN MINING COMPANY.—V. C. Wood has peremptorily ordered a call of 1*l.* 5*s.* per share to be made on all the Contributories of this Company settled on the list Class A; and that each of the said Contributories, on or before Aug. 30, pay the same to Mr. Turquand, the Official Liquidator, at 13 Old Jewry-chambers.

HULL GLASS COMPANY.—Master Tinney purposes, Aug. 7, at 14, at his Chambers, in Southampton-bldgs., to make a call for 3*l.* 10*s.* per share, on all the Contributories of this Company settled on the list.

LIVERSEDGE IRON COMPANY.—The Master of the Rolls will, on Aug. 6, at 12, at his Chambers, make a call for 500*l.* per share, on the several persons settled on the list of Contributories of this Company.

LONDON & COUNTY ASSURANCE COMPANY.—V. C. Kindersley purposes, on Aug. 9, at 12, at his Chambers, to make a call for £10 per share on all the Contributories of this Company settled on the list.

WYLAMS STEAM FUEL COMPANY.—The creditors of this Company are to come in and prove their debts before the Master of the Rolls, at his Chambers. His Honour has appointed Aug. 7, at 12, for hearing and adjudicating upon the claims.—And on the same day and hour the creditors are requested to meet before him for the purpose of appointing a creditors' representative.

Scotch Sequestrations.

TUESDAY, *July* 27, 1858.

HUNTER, ROBERT, Clothier, 20 Clyde-pl., Glasgow. Aug. 2, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* July 22.

MUNRO, HUGH, Merchant, Invergordon. Aug. 6, at 12; Commercial-inn, Invergordon. *Seq.* July 22.

FRIDAY, *July* 30, 1858.

DICKIE, HUGH, Heddle Manufacturer, Glasgow (H. & J. Dickie). Aug. 3, at 12; Faculty-hall, St. George's-place, Glasgow. *Seq.* July 26.

GIBB, THOMAS, residing at 4 Buccleuch-place, Edinburgh, ANDREW GIBB, residing at 14 Argyle-sq., Edinburgh, & CHARLES ANDREW MARTIN, residing at 45 Montague-st., Edinburgh, Commission Merchants, 8 Drummond-st., Edinburgh (Thomas Gibb & Son). Aug. 3, at 1; Dowell & Lyon's-rooms, 18 George-st., Edinburgh. *Seq.* July 27.

KINNISON, Grocer & Spirit Dealer, 56 Scouringburn, Dundee. Aug. 6, at 11; British-hotel. Castle-st., Dundee. *Seq.* July 26.

MUIR, JOHN, Commission Agent, 6 Park-st., Edinburgh. Aug. 3, at 12; Dowell & Lyon's-rooms, 18 George-st., Edinburgh. *Seq.* July 23.

STUART, JOHN KNOX, late Physician & Surgeon, and Builder, Glasgow, formerly residing at 39 Maxwell-st. Aug. 4, at 1; Crow-hotel, George-sq., Glasgow. *Seq.* July 26.

SWEENEY, JOHN CAMPBELL, Portmanteau Maker, 4 Renfield-st., Glasgow. Aug. 3, at 12; Lennox's Temperance-hotel, Wilson-st., Glasgow. *Seq.* July 26.

YOUNG, JAMES, Ship Master, Greenock. Aug. 5, at 12; Royal-hotel, East Breast, Greenock. *Seq.* July 24.